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EXHIBIT A

NATIONAL ANIMAL  
CONTROL ASSOCIATION

SERVING GOVERNMENTS & NONPROFITS SINCE 1978



To: Kiren M. Doty, Dept. Of Law Director

From: Johnnie W. Mays

Date: April 12, 2006

Subject: Professional Service Agreement

NACA's legal counsel has reviewed the "Professional Services Agreement" you recently forwarded to our office. The requested changes are attached. Should you need to contact our legal counsel directly:

Henry E. Davis, NACA Legal Counsel. Phone: 859-253-1000

If you have any questions, please contact me at the number listed below. Thanks!

cc: Regina Hanshaw

FROM THE DESK OF...

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NATIONAL ANIMAL CONTROL ASSOCIATION  
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**EXHIBIT A****Section 1: Services**

1.2. Term - "There will be no modification of this term without the express, written consent of County both parties.

1.4 Monitoring and Evaluation - What "timelines" in Exhibit A is the County referring to? Please clarify.

1.7 Approval of Employees - This entire section should be deleted or rewritten. It is felt that any NACA employee or contractor assigned to the work should be held to "no greater standards than those standards reflected within the County employee manual."

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**Section 3: Association Warranties**

3.8 Privacy - Association represents and warrants that it will not divulge the details or findings of this study to anyone or any organization other than the County without the express written consent of the County or by Court Order.

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**Section 4: Confidential Information**

4.4. Limits on Use, Disclosure and Copying - ....except as necessary to perform Services or as authorized in writing by the party owning the Confidential Information or by Court Order.

4.5 Return of Materials - Should include language that "NACA may retain a copy of all supporting documents and 2 copies of the final report."

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**Section 6: Reports and Records**

6.1 Maintenance of Records and Reports

6.1.3 - NACA's policy is not to release any copy of the final report, to include supporting documents, except by a Court Order.

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**Section 8: Termination**

8.1 Termination - Either party (the County and NACA) should be allowed to terminate the Agreement.

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**EXHIBIT A****Section 9: General**

9.1 Indemnification - (1) negligence, willful, or malicious act or omission **unless caused by the County's failure to cooperate or to provide crucial or necessary information.**  
(4) any **material** breach of this Agreement.

9.5 Injunctive Relief - Please delete the entire 2<sup>nd</sup> sentence.

9.8 Publicity - NACA should be allowed to utilize the County's name for marketing NACA Program Evaluation Services and for reference purposes.

9.15 Enforcement Costs - ~~Association must reimburse County~~ **The prevailing party must reimburse the other....**

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**Exhibit A - Scope of Services**

II. Review the County's Implementation of the 2004 NACA study recommendations - "If Association's review exceeds its mandate, this entire Agreement is voidable at County's discretion." **NACA will not agree to this language.** NACA should be allowed to report any gross misconduct, illegal acts or any situation involving cruelty/neglect to an animal, failure to provide proper medical attention to an animal, etc. should the follow-up review expose such acts. Such "acts" should also be determined by NACA's interpretation, not the County's (as an example, what NACA determines to be "neglect" may not be "neglect" as defined by current County practices).