

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Kill Creek Veterinary Services LLC, hereinafter "Consultant" (collectively, the "Parties").

City needs Professional Services in the field of veterinary medicine. Consultant has expertise in said field as described in **Exhibit A (Scope of Services)** attached hereto and incorporated by reference.

City contracts with Consultant for the performing of Professional Services as described herein, in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, Consultant represents to City that Consultant is qualified to provide veterinary services and is licensed to practice said services by all public entities having jurisdiction over Consultant.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms will have the following meanings unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words will have a meaning parallel thereto.

"Additional Services" means services in addition to those listed in **Exhibit A**.

"City" means the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, its employees, appointees, and officers.

"Consultant" means the company or individual identified above, herein, and its affiliates, subsidiaries, employees, agents, and assigns.

"Professional Services" means the professional services, labor, materials, supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services required of Consultant under this Agreement including any Additional Services.

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed \$275,000.00 (TWO HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit A** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit A** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to

City monthly as provided herein.

2. Reimbursable Expenses: Consultant may be reimbursed at the actual cost for other costs as set forth in **Exhibit A**.

B. SERVICES BEYOND THE SCOPE OF SERVICES

1. Change in Scope: For substantial modifications in authorized Professional Services when requested by City and through no fault of Consultant, Consultant will be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per **Exhibit A**; provided, however, that any increase in fee for Consultant to complete the services must be approved by City in writing.
2. Additional Services: Consultant will provide Additional Services authorized by a supplemental agreement executed in writing by the Parties. Prior to commencing any Additional Services, Consultant must submit a proposal outlining the Additional Services to be provided, estimation of total hours, completion date, and a maximum fee based upon the rate schedule attached hereto as **Exhibit A**. Payment to Consultant as compensation for Additional Services will be in accordance with the rate schedule attached as **Exhibit A**.

C. BILLING & PAYMENT

1. Billing: Consultant may bill City monthly for completed Professional Services, including reimbursable expenses. The bill submitted by Consultant must itemize the Professional Services and reimbursable expenses for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to apolathe@olatheks.org. The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).
2. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consultant provided in its monthly billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact will be made known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City will be paid to Consultant in accordance with the contract payment procedures.

D. TERM

This agreement will have a (1)-year term beginning on January 1, 2025.

SECTION III - RESPONSIBILITIES OF CONSULTANT

Consultant will perform the Professional Services as described in **Exhibit A**.

A. GENERAL DUTIES AND RESPONSIBILITIES

1. **Personnel:** Consultant will assign only qualified personnel to perform any service concerning the Professional Services as identified in Consultant's proposal (**Exhibit A**). At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal for these Professional Services: Dr. Lindsey M. Crawford, DVM. This person will be the primary contact with the City and will have authority to bind Consultant.
2. **Service By and Payment to Others:** Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the Professional Services will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
3. **Subcontracting or Assignment of Services:** Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.
4. **Standard of Care:** Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

City will provide to Consultant information and criteria regarding City's requirements for the Professional Services; examine and timely respond to Consultant's submissions; and give written notice to Consultant, who will respond promptly, whenever City observes or otherwise becomes aware of any defect in the Professional Services.

B. DUTIES

City will perform the various duties and services which are outlined and designated in **Exhibit A** as City's responsibility.

C. PROGRAM AND BUDGET

City will provide all relevant information reasonably required for Consultant to perform its obligations herein, including but not limited to City's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary criteria for the Professional Services.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. **Notice:** City reserves the right to terminate this Agreement for either cause (due to Consultant's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of Consultant, by providing fifteen (15) days' written notice of such termination to Consultant. Upon receipt of such notice from City, Consultant will, at City's option as contained in the notice: (1) immediately cease all Professional Services; or (2) meet with City and, subject to City's approval, determine what Professional Services will be required of Consultant to bring the Professional Services to a reasonable termination in accordance with the request of City. If City defaults on its obligations under this Agreement, (due to City's failure to substantially perform its obligations under this Agreement), Consultant must notify City by written notice of its intent to terminate and City will have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Consultant. In no event may Consultant terminate the contract solely for its convenience without cause.

Address for Notice:

City of Olathe
Attn: Paul Krueger
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

Kill Creek Veterinary Services LLC
Attn: Lindsey M. Crawford, DVM
16215 S. Kill Creek Rd
Gardner, KS 66030

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Professional Services to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

B. DISPUTE RESOLUTION

City and Consultant agree that disputes relative to the Professional Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consultant will proceed with the Professional Services as per this Agreement as if no dispute existed, and City will continue to make payment for Consultant's completed Professional Services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

C. OWNERSHIP OF CONSULTANT DOCUMENTS

Consultant will provide City a copy of all final Consultant Documents, including but not

limited to prints, reproductions, reports, plans, specifications and related documents, which will become the property of City. Consultant's copyrighted instruments will remain in the ownership of Consultant if Consultant identifies them by appropriate markings. If City has paid Consultant in full for its Professional Services, then City may reuse these final documents without any additional compensation or agreement of Consultant. However, such reuse without written verification or adaptation by Consultant for the specific purpose intended by City will be at City's sole risk and without liability or legal exposure to Consultant. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

1. **General:** Except as provided in this Section, Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit B (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit C – Certificate of Insurance**). Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate. **Consultant is not required to maintain cyber liability insurance. Consultant is required to meet the reasonable cyber security requirements requested by City, including but not limited to mandatory training regarding cyber threats and best practices.**
2. **Subcontractor's Insurance:** If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any Professional Services. Consultant agrees that any subcontractor providing Professional Services without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services under this Agreement and will assume all financial risk associated with such failure thereto.

E. INDEMNITY

1. **Loss:** For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors. Neither acceptance of completed work nor payment therefor nor termination or expiration of this Agreement releases Consultant of its obligations under this paragraph.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.D.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
 - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
 - c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;

- d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
 3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to the Professional Services and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
 4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. KANSAS OPEN RECORDS ACT

Consultant acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq.*). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

H. ENTIRE AGREEMENT

This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement. No form or document provided by Consultant after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

I. APPLICABLE LAW, JURISDICTION, AND VENUE

Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

J. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

K. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an agent or employee of City.

L. COVENANT AGAINST CONTINGENT FEES

Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

M. NO SOLICITATION TO HIRE CITY EMPLOYEES

1. No Solicitation to Hire: Except as otherwise provided in this section, during the term of this Agreement and for one year after the Agreement's expiration or termination, Consultant must not solicit to hire and then hire, or solicit to contract with and then contract with, any of the City's current employees involved with the oversight or implementation of this Agreement.
2. No Restriction on City Employees: The foregoing restrictions shall not prevent City employees from affirmatively seeking employment elsewhere.
3. Liquidated Damages: The Parties agree that in the event of a breach of this provision that damages would be uncertain and difficult to accurately estimate. Therefore, if Consultant breaches this provision, Consultant agrees to pay City liquidated damages to the City equal to the annual salary of the applicable employee hired by or contracting with Consultant.

N. COMPLIANCE WITH LAWS

Consultant will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Consultant will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under this Agreement and, upon request, will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement.

O. FORCE MAJEURE CLAUSE

Neither party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed party must notify the other party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the agreement.

P. TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein are provided only as a matter of convenience and will have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals has no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE

If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

R. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

If any ambiguity, inconsistency or conflict arises in the interpretation of this Agreement, the same will be resolved by reference first to the terms and conditions of this Agreement, and any exhibits attached hereto or incorporated by reference as noted below. In the event of any conflict or inconsistency between this Agreement and its exhibits, the following hierarchy of interpretation will apply:

1. This Agreement;
2. Scope of Services (Exhibit A)

[The remainder of this page is intentionally left blank.]

S. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this 5th day of November 2024.

CITY OF OLATHE, KANSAS

By: _____
John Bacon, Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Kill Creek Veterinary Services LLC

By: Lindsey M. Crawford, DVM
Lindsey M. Crawford, DVM
16215 S Kill Creek Rd
Gardner, KS 66030

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EXHIBIT A
Scope of Services

PROPOSAL FOR VETERINARY SERVICES 2025

Client:

City of Olathe
Olathe Animal Care and Control
505 East Sunvale Drive
Olathe, KS 66061

Contractor:

Kill Creek Veterinary Services LLC
Lindsey M. Crawford, DVM
16215 S Kill Creek Rd
Gardner, KS 66030

INTENT

The Contractor is providing a proposal for part-time on-site veterinary services for the City of Olathe Animal Shelter.

PURPOSE

The Contractor submits the following proposal to provide veterinary care from a licensed veterinarian and veterinary care team including registered veterinary technician(s) and/or qualified veterinary assistant(s).

The Veterinarian will manage the overall health of shelter animals to include disease prevention and mitigation, and surgical alteration; and provide care for and treatment of all shelter animals. Additionally, the Veterinarian will manage the health and preventive care for city owned canines in service through the Olathe Police Department and Olathe Fire Department.

The agreement does not constitute an employment agreement. Veterinarian and veterinary care team member(s) are provided by an independent contractor and are not employees of the City.

GENERAL DESCRIPTION OF SCOPE OF SERVICES

The Contractor will provide all labor necessary to provide veterinary care for animals owned by, or in the custody of, the City of Olathe or Olathe Animal Care and Control. The City will provide the facility, medications, equipment, materials, and supplies.

DETAILED DESCRIPTION OF SCOPE OF SERVICES

1. Provide 15 scheduled regular hours and up to 30 hours of veterinarian services weekly and 15 scheduled regular hours and up to 50 hours of combined veterinary care team member hours weekly. This service will be provided at the Shelter.
2. Provide emergency care during Shelter operational hours and provide emergency care or coordinate services with a local emergency care provider for hours outside of Shelter operational hours. Phone consultation services will be available 24 hours per day. The

City will bear no additional costs for phone consultations.

3. Provide health examinations, medical treatments, limited surgical procedures, and behavioral evaluations to restore shelter animals to good health and body condition so animals can be available for adoption as soon as is practicable.
4. Provide health examinations, health management and preventive medicine plans for seven (7) current City-owned canines in service through the Olathe Police Department and Olathe Fire Department, and any retired City service canines.
5. Perform euthanasia for humane, public safety or other purposes and preparation for rabies testing as required.
6. Provide vaccination services for City vaccination clinics.
7. Develop and implement an animal care plan for Shelter animals.
8. Develop and implement a bio-safety protocol to limit disease transmission within the Shelter.
9. Provide guidance and direction to maintain a clean and sanitary shelter environment.
10. Ensure animals are cared for in accordance with local ordinance, state law, Kansas Board of Veterinary Examiners, and Kansas Department of Agriculture statutes.
11. Provide oversight of controlled substance records on-site to the extent necessary to meet the requirements of the Federal Drug Enforcement Administration.
12. Provide consultation services to staff regarding methods of and administration of humane euthanasia and/or chemical restraint, animal handling and restraint, and animal husbandry.
13. Provide professional evaluation, reports, and/or consultation concerning the medical and health conditions of animals suspected to be the object of cruelty/neglect and provide expert testimony in court for criminal or civil litigation as requested by the City.
14. Provide consultation and support to individuals or groups on relevant topics including compassion fatigue in animal care.
15. Manage medical supply inventory appropriately with timely and accurate ordering through City held accounts.
16. Generate cost of services estimates for commonly performed procedures for City budgeting purposes as requested.
17. Provide necessary information to ensure timely renewal of program credentials/licensing with USDA, KBVE and any other accrediting bodies.
18. Perform scheduled maintenance on and ensure equipment remains in good working order and communicate repair requests to appropriate staff.
19. Ensure competency of veterinary care team members through assessment and training in addition to verification of applicable credentials.

QUALIFICATIONS AND ABILITIES

- Maintain Kansas veterinary license in good standing
- Maintain Kansas veterinary premise registration at City of Olathe Animal Shelter
- Hold current federal DEA registration
- Uphold veterinary professional ethical standards
- Demonstrate efficiency, expertise and experience in this role
- Balance routine surgeries, general medical care, emergent medical needs, and public

health concerns

- Define problems, collect data, establish facts, and draw valid conclusions
- Higher order analytical/interpretive/constructive thinking
- Develop effective solutions to complex problems
- Frequently lift and move up to fifty pounds
- All personnel will pass a drug and background check as requested

VETERINARY LICENSE INFORMATION

Lindsey M. Crawford, DVM

KS License #7564

Expiration 06/30/2025

COMPENSATION

Date of Services	Base Bi-Weekly Compensation	Base Annual Compensation
Calendar year ending Dec 31, 2025	\$5,008.00 (26 payments)	\$130,208.00

BILLABLE HOURLY RATES

Regular Hours for services exceeding 15 hours weekly, not to exceed listed limits	Veterinarian	\$98.00/hour
	Registered Veterinary Technician	\$44.00/hour
	Veterinary Assistant	\$32.00/hour

Emergency Rates for services rendered outside shelter hours of operation	Flat fee	\$165.00/per call
	Veterinarian	\$135.00/hour beyond the first
	Registered Veterinary Technician/Assistant	\$55.00/hour beyond the first

Proposal submitted by Lindsey M. Crawford, DVM
Agent for Kill Creek Veterinary Services LLC



Signature

10/26/2024

Date

EXHIBIT B
CITY OF OLATHE INSURANCE REQUIREMENTS

A. Insurance. Consultant agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Automobile Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Any Auto; OR All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000

Notwithstanding the foregoing, if Consultant does not own any automobiles, then Consultant must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Consultant against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability: Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000

5. Cyber Insurance: If Consultant will have access to the City's network or City's data, Consultant must maintain throughout the duration of this Agreement and for a

period of three (3) years after the termination of this Agreement. Coverage must include: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000

- B. Exposure Limits.** The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Consultant nor has City assessed the risk that may be applicable to Consultant. Consultant must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Consultant's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.
- C. Costs.** The cost of insurance will be included in the Consultant's bid or proposal and must be at Consultant's expense. Any and all deductibles or self-insurance in the above described coverages will be the responsibility and at the sole risk of the Consultant.
- D. Verification of Coverage**
1. Consultant must provide a certificate of insurance on ISO form or equivalent, listing the City as the certificate holder, and additional insured endorsements for the requested coverages.
 2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
 3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
 4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.
- E. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.
- F. Subconsultant's Insurance:** If a part of this Agreement is to be sublet, Consultant must either cover all subconsultants under its insurance policies; OR require each subconsultant not so covered to meet the standards stated herein.

EXHIBIT C
Certificate of Insurance



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

November 5, 2024

City of Olathe
PO Box 768
OLATHE KS 66051

Account Information:

Policy Holder Details :	Kill Creek Veterinary Services, LLC
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB INTL MIDWEST LTD/AVMA/PLIT/OTH 83550729 203 N LA SALLE ST 20TH FL CHICAGO IL 60601	CONTACT NAME:	
	PHONE (866) 878-0775 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Twin City Fire Insurance Company	NAIC# 29459
INSURED KILL CREEK VETERINARY SERVICES, LLC 16215 S KILL CREEK RD GARDNER KS 66030-7829	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		83 SBM AB3384	07/02/2024	07/02/2025	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER.						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			83 SBM AB3384	07/02/2024	07/02/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			83 SBM AB3384	07/02/2024	07/02/2025	Each Claim Limit Aggregate Limit	\$10,000 \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER

City of Olathe
PO Box 768
OLATHE KS 66051

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan B Castaneda

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

November 5, 2024

City of Olathe
PO Box 768
OLATHE KS 66051

Account Information:

Policy Holder Details :	Kill Creek Veterinary Services
--------------------------------	---------------------------------------



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

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Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/2024

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PRODUCER NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A/C, No, Ext): (888) 925-3137		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#	
INSURED Kill Creek Veterinary Services 16215 S KILL CREEK RD GARDNER KS 66030-7829	INSURER A: Property and Casualty Insurance Company of Hartford		34690
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER.						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	76 WEG AU6TC9	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L. EACH ACCIDENT \$500,000 E L. DISEASE -EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDERCity of Olathe
PO Box 768
OLATHE KS 66051**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

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**Veterinary Professional Liability Insurance Policy
Certificate of Insurance**

Item 1. Insured by the stock company below and hereinafter called the Company <p align="center">Zurich American Insurance Company</p>	Master Policy Number: EOL 5241302 -20 Certificate Number: VETPRO130163 Date Issued: 10/24/2024																	
Item 2. Named Certificate Holder , member number, rating code and Address Lindsey M Crawford, DVM 16215 S Kill Creek Rd Gardner, KS 66030 <table style="width:100%; border: none;"> <tr> <td style="border: none;"><u>Member Name</u></td> <td style="border: none;"><u>Member Number</u></td> <td style="border: none;"><u>Rating Code</u></td> </tr> <tr> <td style="border: none;">Lindsey Crawford</td> <td style="border: none;">240234</td> <td style="border: none;">[IV] Small Animal Exclusive</td> </tr> </table>	<u>Member Name</u>	<u>Member Number</u>	<u>Rating Code</u>	Lindsey Crawford	240234	[IV] Small Animal Exclusive	For More Information or to File a Claim, Please Call (800) 228-7548. Notice to the Company: Zurich American Insurance Company Professional Programs Claims PO Box 968017 Schaumburg, IL 60196											
<u>Member Name</u>	<u>Member Number</u>	<u>Rating Code</u>																
Lindsey Crawford	240234	[IV] Small Animal Exclusive																
Item 3. Policy Period From 01/01/2025 To 01/01/2026 12:01 A.M. Standard Time at the address of the Named Certificate Holder stated in Item 2																		
Item 4. Coverage Schedule (Coverage only applies if purchased and shown in the Coverage Schedule below If N/A or no Limit is below, there is no Coverage under the policy.)																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:35%;">Insuring Agreements</th> <th style="width:30%;">Limit of Liability (Each Claim)</th> <th style="width:35%;">Aggregate Limit of Liability</th> </tr> </thead> <tbody> <tr> <td>A. Veterinary Professional Liability Coverage</td> <td align="center">\$1,000,000</td> <td align="center">\$3,000,000</td> </tr> <tr> <td>B. Veterinary License Defense Coverage</td> <td></td> <td></td> </tr> </tbody> </table>	Insuring Agreements	Limit of Liability (Each Claim)	Aggregate Limit of Liability	A. Veterinary Professional Liability Coverage	\$1,000,000	\$3,000,000	B. Veterinary License Defense Coverage											
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Item 5. Schedule of Purchased Plan Numbers and Location(s) for Bailee Coverage (Bailee Plan) and/or Embryo and Semen Storage Coverage Plan (E/S Plan) For additional locations, please see the attached page. <table style="width:100%; border: none;"> <tr> <td style="border: none;"><u>Location Number/Address</u></td> <td style="border: none;"><u>Bailee Plan</u></td> <td style="border: none;"><u>E/S Plan</u></td> </tr> </table>	<u>Location Number/Address</u>	<u>Bailee Plan</u>	<u>E/S Plan</u>	Item 6. Premium and Coverage Summary <table style="width:100%; border: none;"> <tr> <td style="border: none;">A. Veterinary Professional Liability</td> <td align="right" style="border: none;">\$ 285.00</td> </tr> <tr> <td style="border: none;">B. Veterinary License Defense Coverage</td> <td align="right" style="border: none;">\$</td> </tr> <tr> <td style="border: none;">C. Bailee Coverage</td> <td align="right" style="border: none;">\$</td> </tr> <tr> <td style="border: none;">D. Embryo and Semen Storage Coverage</td> <td align="right" style="border: none;">\$</td> </tr> <tr> <td style="border: none;">Excess Professional Liability (if applicable)</td> <td align="right" style="border: none;">\$</td> </tr> <tr> <td style="border: none;">State Taxes (if applicable)</td> <td align="right" style="border: none;">\$</td> </tr> <tr> <td style="border: none;">Total Premium Due:</td> <td align="right" style="border: none;">\$ 285.00</td> </tr> </table>	A. Veterinary Professional Liability	\$ 285.00	B. Veterinary License Defense Coverage	\$	C. Bailee Coverage	\$	D. Embryo and Semen Storage Coverage	\$	Excess Professional Liability (if applicable)	\$	State Taxes (if applicable)	\$	Total Premium Due:	\$ 285.00
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State Taxes (if applicable)	\$																	
Total Premium Due:	\$ 285.00																	
Item 7. Forms Attached at Issuance M-VPL-2000-A CW (08/24); U-VPL-265-A KS (01/23); U-VPL-261-A CW (01/23); U-GU-319-F (01/09); U-GU-1191-A CW (03/15)																		
This Certificate of Insurance is issued off the Master Policy held by the American Veterinary Medical Association (A.V.M.A.) Professional Liability Insurance Trust. By acceptance of this policy the Named Certificate Holder agrees that the statements in the certificate and the application and any attachments hereto are the Named Certificate Holder's agreement and representations and that the policy embodies all agreements existing between the Named Certificate Holder and the Company or any of its representatives relating to this insurance																		



ZURICH[®]

Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

[]

President

[]

Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

Issued : 10/24/2024



ZURICH[®]

SANCTIONS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Issued : 10/24/2024

Kansas Amendatory Endorsement



Master Policy No.	Certificate No.	Eff. Date of Cert.	Exp. Date of Cert.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOL 5241302 -20	VETPRO130163	01/01/2025	01/01/2026	01/01/2025		

Named Insured and Mailing Address:

Lindsey M Crawford, DVM
16215 S Kill Creek Rd
Gardner, KS 66030

Producer:

HUB International Midwest Limited
203 North LaSalle Street
20th Floor
Chicago, Illinois 60601

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Veterinary Professional Liability Insurance Policy

It is agreed that:

I. Section IV. DEFINITIONS is amended to add the following:

Fraud means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

II. Section VII. CONDITIONS is amended as follows:

A. Subsection VII.A.4 Cancellation and Nonrenewal is replaced with the following:

Cancellation, Nonrenewal and Conditional Renewal

a. Cancellation

- (1) The **Named Certificate Holder** may cancel this Policy by mailing or delivering to us or to Hub International Limited, the American Veterinary Medical Association Professional Liability Insurance Trust Administrator, advance written notice stating when, thereafter, cancellation shall be effective.
- (2) This Policy may be canceled by us by mailing or delivering to the **Named Certificate Holder's** last mailing address known to us written notice at least:
 - (a) Fifteen (15) days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (b) Sixty (60) days before the effective date of cancellation if we cancel for any other reason.
- (3) If this policy has been in effect for ninety (90) days or more, or if it is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:
 - (a) Non-payment of premium;
 - (b) This policy was issued because of a material misrepresentation;
 - (c) Any **Insured** violated any of the material terms and conditions of the policy;

- (d) Unfavorable underwriting factors, specific to the **Named Certificate Holder**, exist that were not present at the inception of the policy;
 - (e) A determination by the Commissioner of Insurance that continuation of coverage could place the Company in a hazardous financial condition or in violation of the laws of the state of Kansas; or
 - (f) A determination by the Commissioner of Insurance that the Company no longer has adequate reinsurance to meet the Company's needs.
- (4) In the event we cancel this Policy, we shall mail written notice of cancellation to the **Named Certificate Holder**. Such notice shall state the reason(s) for cancellation.

(5) Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end at 12:01 a.m. Standard Time on the effective date of cancellation.

(6) We shall refund the unearned premium computed pro rata.

(7) If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Nonrenewal

(1) If we decide not to renew this Policy, we will mail or deliver to the **Named Certificate Holder** written notice of the nonrenewal not less than sixty (60) days before the expiration date.

(2) The notice of nonrenewal shall state the reason(s) for the decision not to renew.

(3) If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Conditional Renewal

If we elect to renew this Policy subject to a change in terms or conditions of the Policy, we shall mail written notice of the change(s) to the **Named Certificate Holder** at least sixty (60) days before the expiration of the **Policy Period**. When there is no change other than a rate change, it is not considered a change in terms or conditions and therefore it is not necessary to send notice.

B. Subsection VII.A.8 Misrepresentation and Fraud is replaced with the following:

Misrepresentation and Fraud

This Policy shall be shall not provide coverage if, whether before or after report of a **Claim**, the **Insured** has concealed or misrepresented any material fact or circumstance concerning the insurance or the subject thereof, or the interest of the **Insured** therein, or in case of any **fraud** or false swearing by the **Insured** relating thereto;

C. Subsection VII.C. 6. Suit is replaced with the following:

Suit

No suit, action or proceeding for the recovery of any **Claim** under this Policy shall be sustainable in any court unless commenced within five (5) years after discovery by the **Insured** of the event which gives rise to the **Claim**. The five (5) year period of time will be extended by the number of days between the date proof of loss was submitted, and the date the **Claim** is denied in whole or in part;

All other terms, conditions, provisions and exclusions of this policy remain the same.

Endorsement #1

Name Change Endorsement



Policy Number	Effective Date of Policy	Expiration Date of Policy	Effective Date of Endorsement	Producer	Additional Premium	Return Premium
VETPRO130163	01/01/2025	01/01/2026	01/01/2025	HUB International Midwest Limited 203 North LaSalle Street, 20th Floor Chicago, Illinois 60601	\$0	\$0

Named Insured: Lindsey Crawford, DVM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Veterinary Professional Liability Insurance Policy

It is agreed that:

- I. In the event this endorsement conflicts with any other endorsement, whether issued before, contemporaneously with, or subsequent thereto, or with any terms, conditions, provisions, certificate of insurance or exclusions in this Policy, this endorsement shall take precedence and control the application of this Policy.
- II. All references to the American Veterinary Medical Association (A.V.M.A.) Professional Liability Insurance Trust are replaced with the American Veterinary Medical Association (A.V.M.A.) Administrative Services, LLC.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Change Request Form

Insured Member Name: Lindsey Crawford, DVM

Certificate No: VETPRO130163

If you would like to change your contact information or make a change to your current coverage, please indicate the correct information and coverage selections below and sign form. Or log in at avmaplit.com to update your certificate instantly. Please see the next page for an explanation of endorsements.

Mailing Address: _____
Number & Street
City, County
State, Zip

Office Phone: Cell Phone: _____

Primary Personal Email: _____ **Work or school E-mail:** _____

Would you like to opt in to text/SMS messaging* as an alternative method for policy updates? Yes No

I would prefer to receive important policy documents by: Email Mail

I am a (an): Employee Practice Owner Self-employed/Independent

Professional Liability Coverage *Please indicate your changes below and sign form.*

Species Type

Change to:

- Predominantly equine
- Food animal or mixed practice
- Predominantly small animal
- Small animal exclusive

Primary Limits (per occurrence/aggregate)

Change to:

- Plan 1: \$100,000/\$300,000
- Plan 2: \$300,000/\$900,000
- Plan 3: \$1,000,000/\$3,000,000

Excess Limits (per occurrence/aggregate)

You must carry Primary Plan 3 to purchase excess limits:

- DELETE my current plan
- Plan 1: \$1,000,000/\$1,000,000
- Plan 2: \$2,000,000/\$2,000,000
- Plan 3: \$3,000,000/\$3,000,000
- Plan 4: \$4,000,000/\$4,000,000
- Plan 5: \$5,000,000/\$5,000,000

Veterinary License Defense Coverage

By signing this form, you warrant that you have not had a regulatory action taken against your license in the past three (3) years and you are not currently involved in a regulatory investigation.

- ADD \$100,000 limit
- ADD \$50,000 limit
- ADD \$25,000 limit
- DELETE my current plan

Animal Bailee (Professional Extension) Coverage *Only available practice owners*

Indicate the location address and plan desired for each location, or any necessary changes below and sign form.

- | | | | | | |
|----|-------|------------|------------------------------|---------------------------------|---------------------------------|
| 1. | _____ | Plan _____ | <input type="checkbox"/> Add | <input type="checkbox"/> Change | <input type="checkbox"/> Remove |
| 2. | _____ | Plan _____ | <input type="checkbox"/> Add | <input type="checkbox"/> Change | <input type="checkbox"/> Remove |
| 3. | _____ | Plan _____ | <input type="checkbox"/> Add | <input type="checkbox"/> Change | <input type="checkbox"/> Remove |
| 4. | _____ | Plan _____ | <input type="checkbox"/> Add | <input type="checkbox"/> Change | <input type="checkbox"/> Remove |

Instantly update your certificate and pay your premium online at avmaplit.com, or return this form to our office by mail, fax to 888-754-8329 or email at info@avmaplit.com. All changes will be effective 12:01 am the date following receipt by our office. If you would like the above changes to your policy made sooner, please contact our office at 800-228-7548.

****Signature of Insured Member:** _____ **Date:** _____

***Insured member signature is required to process changes*

AVMA PLIT Professional Liability Coverage Details

What is my species type?

Determine the species type that describes your professional liability practice from the options below

- **Predominantly Equine:** 70-100% of professional activity is devoted to equine practice
- **Food Animal or Mixed Practice:** 70-100% of professional activity is devoted to food animal practice OR any combination in which no one animal type is 70% or more
- **Predominantly Small Animal:** 70-89% of professional activity is devoted to small animal practice
- **Small Animal Exclusive:** 90-100% of professional activity is devoted to small animal practice

Please Note: The Trust classifies wildlife, zoo, and fur bearing animals as small animal. Cervidae, poultry, and ratites are classified as food animals. Please evaluate your classification accordingly.

What are Excess Limits?

For higher limits in addition to the primary limits, select an excess limit plan. You must have Primary Plan 3 to qualify for excess limits.

What is Veterinary License Defense Coverage?

Legal fees to defend your veterinary license are not covered under the primary limit plan. License defense will respond when you incur legal costs to defend your veterinary license if a complaint is filed with your state licensing board. Select from the three limit options available to add this endorsement to your certificate.

Please note: This covers disciplinary issues that arise out of incidents that occur after the date coverage is secured. If you have had a regulatory action taken against any veterinary license in the past three years, you must wait three years from the date of the regulatory action to apply for this endorsement. A regulatory action means any formal warning, restriction, probation, fine, penalty, suspension, or revocation of any veterinary license. A dismissed complaint is not considered a regulatory action. If you are involved in an ongoing investigation, you are not eligible for coverage. Please contact us when the outcome has been finalized to determine eligibility.

What is Animal Bailee (Professional Extension) Coverage?

The animal bailee endorsement covers damage to animals in your care or custody resulting from fire, wind, theft, escape, flood, vandalism, attack from other animals, and other perils not related to treatment. If you hospitalize, board, or transport animals, you could be held responsible for the injury, loss, or death of the animals.

This coverage is location-specific: a separate endorsement is needed for each practice location.

This coverage is only available to owners. Please make sure your ownership status is correctly noted on the front side of this form.

Additional Questions? For more information about your coverage options and to see a complete list of premium rates, please visit avmaplit.com or call the PLIT office at 800-228-7548.

All references to coverage are subject to the policy terms, limitations, and exclusions.