

CITY OF NORMAN
Agreement for Professional Veterinary Services

This Agreement, made and entered into this _____ day of _____, between the City of Norman, a municipal corporation (the "City"), and Rose Rock Veterinary Hospital and Pet Resort (the "Veterinarian");

WHEREAS, the City owns and operates the Animal Welfare Center, a center located in Norman that serves, among other things, as a shelter for pets and facilitates adoptions for said pets; and

WHEREAS, the City sought proposals for Professional Veterinary Services to be provided for animals that come into the care of the Animal Welfare Center ("AWC") including both scheduled care and emergency care.

Now, THEREFORE, in consideration of the promises containing herein, the Parties hereto agree as follows:

I. Obligations of the Veterinarian:

- A. Care to be Provided: Veterinarian agrees to provide scheduled care, emergency care and intensive care as needed.
- B. Veterinarian shall visit the AWC at least one (1) day per week to evaluate and/or screen animals at the AWC for medical conditions or medical needs.
- C. Veterinarian shall review the AWC's policies and procedures on an ongoing basis including, but not limited to, the intake procedures, vaccination protocol, parasite treatment, and disinfection processes to ensure the AWC is providing sufficient care and treatment to intake animals.
- D. All such services shall be provided at the price provided in the Clinic's proposal, attached hereto as Exhibit A. If a service is required that is not listed in Exhibit A, Veterinarian shall provide pricing to and obtain approval from the AWC Supervisor, or his designee, prior to providing such service.
- E. The Clinic will invoice the City for each visit in which services under this Agreement are performed.

II. Obligations of the City:

- A. Scheduled Care: If an animal requires non-emergency care, AWC Staff will schedule an appointment with the Veterinarian prior to bring the animal in for services.
- B. Emergency Care: If an animal requires emergency care, AWC Staff will notify Veterinarian prior to bringing the animal to the Veterinarian for care.
- C. AWC Staff will deliver all animals needing care under this Agreement to Veterinarian and pick up the animals once released from the Veterinarian's care.
- D. Invoices for services performed by the Veterinarian shall be paid no later than thirty (30) days from the date of receipt.

III. Term. The initial term of this Agreement will expire on June 30, 2015, with an option to renew up to four (4) consecutive one (1) year terms, subject to the Veterinarian's satisfactory performance and the availability of appropriated funds in each applicable fiscal year.

IV. Termination. This contract may be terminated at any time, with or without cause, upon sixty (60) days written notice to the other party.

V. General Provisions

- A. Veterinarian shall perform in a good and professional manner the services identified in the Agreement. This Agreement shall include the Request for Proposals issued by the City, the Veterinarian's Response to the Request for Proposals, and this Agreement. If any conflict exists between these documents, this Agreement shall control.
- B. Veterinarian warrants that it understands the currently known hazards and suspected hazards which are presented to persons working with animals. Veterinarian further warrants that it will perform all services under this Agreement in a safe, efficient, and lawful manner using industry-accepted practices, and in full compliance with all applicable State and Federal laws governing activities under this Agreement.
- C. Notice: Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below:

To: John Bowman, Supervisor
Animal Welfare Center
3428 Jenkins Avenue
Norman, OK 73072

Beverly A. Fritzler, DVM
Rose Rock Veterinary
Hospital and Pet Resort
400 24th Avenue NW
Norman, OK 73069

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of the City and the Veterinarian.

- D. Indemnification: The Veterinarian agrees to defend, indemnify, and hold harmless the City, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the Veterinarian in the performance of services under this Agreement. City agrees to defend, indemnify, and hold harmless the Veterinarian, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the City in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The Veterinarian and the city each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by City or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the Veterinarian shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the City of any action, right, or remedy otherwise available to City at common law.

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

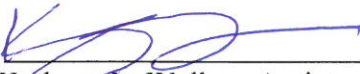
CITY OF NORMAN

Approved this _____ day of _____, 2015.

By: _____
Mayor Cindy S. Rosenthal

ATTEST: _____
Brenda Hall, City Clerk

Approved as to its form and legality on 7th day of January, 2015.

By:  _____
Kathryn L. Walker, Assistant City Attorney

ROSE ROCK VETERINARY HOSPITAL AND PET RESORT

Beverly A. Fritzler, DVM
Owner

Date

EXHIBIT A

December 22, 2014

To: John Bowman, Animal Welfare Supervisor

From: Beverly A Fritzler, DVM dba Rose Rock Veterinary Hospital & Pet Resort
400 24th Ave NW
Norman, OK 73069
405-321-3361

RE: Proposal for Veterinary Services

Vendor Qualification:

Veterinarians providing service include: Beverly Fritzler, DVM licensed in state of Okla 28 years
Laura Blazek, DVM licensed in state of Okla 23 years
Rebecca Poillion, DVM licensed in state of Okla 4 years
Melissa Gillock, DVM licensed in state of Okla 3 years

Size of office and facilities approximately 9000 sq ft.

Holding areas: Room 1 (Hospital) 3 4X4 runs and 9 cages

Room 2 (Treatment) 5 cages

Room 3 (Isolation) 1 run and 4 cages

Room 4 (Spa) 18 cages

Room 5 (Salon) 18 cages

Room 6 (Feline Boarding) 22 cages

Room 6 (Kennel) 52 runs

Room 7 and 8 are specialized boarding and are not included for the count

Staff employed: 5 customer service representative

8 Veterinary assistants

3 Veterinary Technicians

7 Pet Resort Attendants

Costs: See Attachments

Frequency of Service:

Per Week:

Medical Services during open business hours: Doctors available 8am to 7pm Monday-Friday;

Saturday 8am to 2pm

Surgical Services 1 day per week excluding holiday weeks. Potential to increase the week or two before or after holiday time if not keeping up with need.

Per Service Day:

Feline Neuter: unlimited

Feline Spay, canine neuter or canine spay: 10 total animals from this category. A list prior to surgery day of type of surgery and size of canines will be better able to approximate number.

Feline spay, canine neuter and canine spay will include IV catheter and fluids intraop, pain management for that day, anesthesia monitoring and surgical procedure

Procedure Provided	Cost
Small animal (dog/cat) Emergency animal care during normal business hours	\$20.00
Small animal (dog/cat) Emergency animal care after normal business hours	Not able to provide intake, just ongoing care
Small animal (dog/cat) scheduled animal care during normal visit hrs (Initial visit)	\$20.00
Small animal (dog/cat) scheduled follow up during normal business hours	\$15.00
Small animal (dog/cat) intensive animal care at facility	\$30.00/day max
Small animal (other than dog/cat) Emergency during normal business hours	\$20.00
Small animal (other than dog/cat) Emergency after normal business hours	Not available
Small animal (other than dog/cat) Scheduled during normal business hours	\$20.00
Small animal (other than dog/cat) scheduled follow up during normal business hours	\$15.00
Small animal (other than dog/cat) Intensive care at our facility	\$30/day max
Routine Shelter Visit by Veterinarian	Complimentary <1hr
Procedural Review	Complimentary 30min/wk
Rabies Vaccination (Vendor Supplies vaccine)	\$5.00
Rabies Vaccination (Center supplies vaccine)	No charge
Skin Scrape	\$ 5.00
Fecal examination Centrifugation/Flotation	\$15.00/10.00
Canine Mange Treatment	Varies with size and type of mange
Parvo Test (Canine Only)	\$25.00
FIV/FeLeuk Test (Feline Only)	\$24.00
Mini Chem (this is our presurgical chem.)	\$26.50
CBC	\$16.75
Euthanasia without body disposal	\$5.00 + \$2/10 pounds
Combined mini chem and CBC	\$33.25
Urinalysis	\$15.00
Heartworm Test	\$10.00
Eye Stain	\$5.00
Ear Swab	\$7.50
Tumor Removal	Depends on size and extent of surgery If takes less than 30 min or less \$120 includes anesth and IV cath. Less if local anesth can be used.
Radiographs	<40# 57.50 40-100# 65.00 >100# 77.50

Feline Castration \$30.00
Feline Spay \$65.00
Canine Spay <30# \$65.00
Canine Spay 30-60# \$85.00
Canine Spay >60# \$100.00
Canine Neuter <30# \$50.00
Canine Neuter 30-60# \$65.00
Canine Neuter >60# \$80.00

AFFIDAVIT OF NON-COLLUSION

STATE OF Oklahoma)

COUNTY OF Cleveland) ss

Beverly Fritzer, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the Vendor to submit the attached bid. Affiant further states that the vendor has not been a party to any collusion among vendors in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between vendors and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/vendor has not been paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Beverly Fritzer DVM
Bidder/Vendor

By: _____

Subscribed and sworn to before me on this 23rd day of December, 2014.

Breauna Fritzer
Notary Public

My Commission Expires: 6/14/16

