

CITY OF NORMAN
Agreement for Professional Spay and Neuter Services

This Agreement, made and entered into this 13 day of JAN, 2015, between the City of Norman, a municipal corporation (the "City"), and Best Friends of Pets Spayway Clinic (the "Clinic");

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 Animal Welfare Center ("AWC") is currently undergoing renovation and expansion and currently lacks a surgery area available for use for spay and neutering animals; and

WHEREAS, the City sought proposals for Offsite Spay and Neuter services for adoptable dogs and cats to be provided at least through the completion of the renovation and expansion construction project currently underway at the Center, which is anticipated to be completed in the summer of 2015; and

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

I. Obligations of the Clinic:

- A. Spay and Neuter Services: The Clinic shall provide spay, neuter and related services on dogs and cats on the same day in which they are delivered.
- B. All animals delivered to the Clinic for spay and neuter services shall also be given a health examination, with any health concerns being indicated on the Clinic admission form.
- C. All animals that are spayed and neutered under this Agreement shall be tattooed near the incision site to indicate the animal has been spayed/neutered.
- D. All animals delivered to the Clinic shall also receive needed rabies and core vaccinations, nails shall be trimmed as needed, and a microchip shall be placed in the animal.
- E. All such services shall be provided at the price provided in the Clinic's proposal, attached hereto as Exhibit A.
- F. The Clinic will invoice the City each day for services performed.

II. Obligations of the City:

- A. AWC Staff will deliver adoptable dogs and cats to the Clinic up to three (3) days per week between 8:00 a.m. and 10:00 a.m. as needed for spay/neutering services and other services as described herein. No more than ten (10) animals will be delivered on any one day. "Adoptable dogs and cats" are those dogs and cats that have been placed in a foster home for at least ten (10) days prior to treatment and are in good health.
- B. Prior to delivery of dogs and cats to the Clinic, AWC Staff will perform pretesting for heartworms, Lyme, and feline immunodeficiency virus.
- C. AWC Staff will return to the Clinic and pick up any animals that were delivered to the Clinic at the end of same business day or at a time mutually agreeable to the parties.
- D. AWC Staff will communicate with the Clinic regarding number of animals requiring services on a particular day and the expected delivery and pick up times.
- E. Invoices for services performed by the Clinic 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 for the following year until completion of construction at the Center subject to the Clinic's satisfactory performance and the availability of appropriated funds in Fiscal Year Ending June 30, 2016.

IV. Termination. This contract may be terminated at any time, with or without cause, upon thirty (30) days written notice to the other party.

V. General Provisions

- A. Clinic 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 Clinic's Response to the Request for Proposals, and this Agreement. If any conflict exists between these documents, this Agreement shall control.
- B. Clinic warrants that it understands the currently known hazards and suspected hazards which are presented to persons working with animals. Clinic 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
Animal Welfare Center
3428 Jenkins Avenue
Norman, OK 73072

Kim Schlittler, Director
Best Friends of Pets
P.O. Box 415
Oklahoma City, OK 73101

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

- D. Indemnification: The Clinic 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 Clinic in the performance of services under this Agreement. City agrees to defend, indemnify, and hold harmless the Clinic, 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 Clinic 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 Clinic 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.

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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

BEST FRIENDS OF PETS SPAYWAY CLINIC

 _____
Kim Schlittler, Executive Director

1/7/15
Date

EXHIBIT A

BEST FRIENDS OF PETS SPAYWAY CLINIC

PROPOSAL FOR OFFSITE SPAY AND NEUTER SERVICES FOR ADOPTABLE DOGS

General Background

Best Friends of Pets, Inc. (Best Friends), 720 W. Wilshire Blvd, Suite 101-F, PO Box 415, Oklahoma City, OK 73101-0415, (405) 418-8511, is a nonprofit organization. Best Friends operates our SpayWay spay/neuter clinic, which provides spaying/neutering, vaccinations and microchipping to pet owners with gross household income of \$50,000 or less, rescue groups and select animal shelters.

SpayWay (405) 414-8142 is currently located at A New Leash on Life center (New Leash) at 7949 S. I-35 Service Rd., Oklahoma City, OK 73149. In early 2015 we expect to move to a new location at Western and I-240. A lease for the new space is currently being negotiated.

Our SpayWay clinic is capable of handling 40-60 animals each service day.

Vendor Qualifications, Experience and References

Space being used at New Leash consists of a surgery room of about 220 square feet and two holding rooms about 500 square feet each. Our dog holding area has more than 25 cages. Cats are usually kept in their carriers before and after being spayed or neutered. Our new location will have 1,750 square feet and will be built-out to our specifications with a surgery suite, dog and cat holding rooms, an office, breakroom and lobby. We are in the process of seeking funding for more cages.

Our SpayWay staff includes the following:

- Terry Yunker, DVM – Dr. Yunker is a contract veterinarian with our SpayWay clinic. He has performed more than 50,000 spays and neuters for organizations including The Montana Spay/Neuter Task Force, Davis Oklahoma Animal Volunteers, Volunteers for Animal Welfare SPOT Clinic and Spay Oklahoma in Tulsa.
- Arlene Buchanan, clinic manager and veterinary assistant, is a full-time employee.
- Samantha Gates, veterinary technician, is a full-time employee.

References:

- Moore Animal Shelter, 3900 S. I-35 Service Rd., Oklahoma City, OK 73160, (405) 793-5190
- Sue Mobley, Hands Helping Paws, PO Box 1024, Norman, OK 73070, (405) 410-5718
- Lisa Jensen, Safe Haven Animal Rescue, PO Box 76089, Oklahoma City, OK 73147, (405) 580-678-0256

BEST FRIENDS OF PETS SPAYWAY CLINIC

Price of Services

Dog Spay/Neuter

- \$40 - 80 pounds or less
- \$55 – 80.1 – 100 pounds
- \$70 – 100.1 – 110 pounds
- \$20 if previously altered and weighing 50 pounds or less
- \$25 if previously altered and weighing over 50 pounds

Cat Spay/Neuter - \$30

- \$10 if previously altered

Retained Testicle(s)

- \$10 – one testicle
- \$20 – both testicles

Retained Teeth - \$10

Ivomec wormer - \$5

DHPP / FVRCP - \$5 if not provided by Norman Animal Welfare Center

Rabies - \$5 if not provided by Norman Animal Welfare Center

Heartworm / FIV / FeLV testing - \$20

Bordetella - \$10

A health examination is included in our spay/neuter prices. Any health concerns about each animal will be indicated on our admission form (*see attached*). Each animal spayed or neutered will receive a small (1/4 to 1/2 inch) line of green tattoo ink close to the incision site. Nails will be trimmed as needed. There will be no charge for administering vaccines and implanting microchips provided by Norman Animal Welfare Center.

Frequency of Services

Per Week: SpayWay can receive animals three (3) days a week.

Per Service Day: SpayWay can perform up to ten (10) spays/neuters for Norman Animal Welfare Center in a service day.

General Requirements

BEST FRIENDS OF PETS SPAYWAY CLINIC

Appointments are required to be made for all animals coming to our SpayWay clinic. We are able to receive animals from Norman Animal Welfare Center between 8:00 a.m. and 10:00 a.m. and are able to work with Employees of the Center to ensure that pets are ready to be picked up at the end of the day. We request that approximate delivery times be communicated to our staff when appointments are made so we can be ready to receive the pets. We begin spaying and neutering pets early in the morning so our clinic manager needs to be prepared to break from her veterinary assistant duties to check in animals. We request that pick up times be communicated to our staff so we can rearrange the order of spays and neuters as needed to ensure that pets are sufficiently recovered from their surgeries prior to being transported.

An admission form will be completed for each animal (*see attached*), which reflects information about each animal and services performed. Invoices will be prepared showing the name or identification number of each pet receiving services that day and the total amount due. Invoices will be given to the Employee of the Center picking up the animals unless the Center requests that invoices be mailed or emailed to a designated Employee.

All animals from the Norman Animal Welfare Center will be required to be out of the shelter and at a foster home for at least ten (10) days and be in good health before coming to our SpayWay clinic. This minimum time period will help ensure that the animal has not developed a contagious disease that it might have been exposed to while at the shelter. All animals that come to our clinic must be in good health so as not to expose other pets to contagious diseases. Any animals suspected of being ill must be removed immediately.

Request for Proposal Submission

This proposal is respectfully submitted by



Kim Schlittler
Executive Director, Best Friends of Pets
405-740-6533
kims@bestfriendsofpets.org



SpayWay – Best Friends of Pets' Spay/Neuter Clinic
7949 S. I-35 Service Rd., Oklahoma City • PO Box 415, Oklahoma City, OK 73101-0415
405-414-8142 405-418-8511

One Pet Per Form – PLEASE PRINT CLEARLY

Date _____

Owner _____ Phone _____ Phone _____

Address _____ City _____ State _____ Zip _____

☐ Dog ☐ Cat ☐ Male ☐ Female

Pet's Name _____ Pet's Breed _____

Pet's Color _____ Pet's Age _____ yr / mo / wk Email _____

How long have you had this pet? _____

Is your pet healthy today? Yes / No Are vaccinations current? Yes / No Do you have proof of current rabies vaccination? Yes / No

Medical History/Surgeries/Illnesses/Allergies _____

How did you hear about us? ☐ Friend/Family ☐ Flier/Brochure ☐ Internet ☐ Newspaper/TV ☐ Animal Shelter ☐ Social Services

☐ Used Before ☐ Other _____

Yearly Gross Household Income: ☐ Under \$12,000 ☐ \$12,000-\$22,000 ☐ \$22,000-\$50,000 ☐ > \$50,000 # of people in house? _____

Carefully read and ensure you understand the following before signing your name:

I am the owner or agent of the pet named above. I understand that my pet is here for sterilization surgery and all surgery and anesthesia carries risk. Unforeseen conditions may be present that cannot be detected without blood screening and which can increase risks of abnormal bleeding or death. I understand that animals of advanced age or that have never been vaccinated carry increased risks. I understand that if my pet is pregnant, the pregnancy will be terminated at surgery. If the veterinarian deems that my animal is a health risk, surgery will not be performed. If I do not retrieve my pet(s) at the agreed-upon time, there will be an additional Late Fee charge of \$20, and Best Friends of Pets may exercise its right to turn the animal over to the Oklahoma City Animal Welfare Division or other appropriate Animal Control. I hereby release Best Friends of Pets, all veterinarians, assistants, volunteers, directors, employees and facility from any and all claims arising out of, or connected with, the performance of this procedure or any adverse reactions from vaccinations. I certify that all the information about me and my pet is correct and true to the best of my knowledge.

YOUR ANIMAL WILL RECEIVE A SMALL TATTOO ON HIS/HER UNDERSIDE TO SHOW THAT HE/SHE HAS BEEN STERILIZED.

SIGNATURE _____

DATE _____

INITIAL (After Care instructions received) _____

-----OFFICE USE ONLY-----OFFICE USE ONLY-----OFFICE USE ONLY-----OFFICE USE ONLY-----OFFICE USE ONLY-----

Canine (Dog)

☐ Spay/Neuter \$ _____

☐ Rabies \$ _____

☐ DHPP \$ _____

☐ HW/LM/ER/ER-A \$ _____

☐ - neg ☐ + pos _____

☐ Other Services \$ _____ / _____

☐ Other Services \$ _____ / _____

Feline (Cat)

☐ Spay/Neuter \$ _____

☐ Rabies \$ _____

☐ FVRCP \$ _____

☐ FIV/FelV \$ _____

☐ - neg ☐ + pos _____

Other Services

☐ Microchip \$ _____

☐ Bordetella \$ _____

☐ Retained testicle \$ _____

☐ Flea Control \$ _____

Advantix / Advantage

Weight _____

Lbs _____

Ounces _____

Rabies Vaccine

Date: _____

Mfr: Boehringer

Exp: 1 yr / 3 yr

Serial # _____

Tag # _____

Vet License: 4875

Attending Veterinarian

☐ Spay ☐ In Heat ☐ Pregnant # _____ ☐ Previously Spayed/Neutered
☐ Neuter ☐ Pediatric ☐ Cryptorchid (retained testicle(s))

Please see your regular veterinarian to address the following concerns about your pet:

☐ Over/Underweight ☐ Ear Concerns ☐ Skin Abnormalities ☐ Tapeworms

☐ Dental Concerns ☐ Fleas/Ticks ☐ Other _____

PAID by Cash Check CC _____ + 3%

Paid a.m.: \$ _____

Paid p.m.: \$ _____

Total: \$ _____

Due (Invoice): \$ _____

AFFIDAVIT OF NON-COLLUSION

STATE OF Oklahoma)

COUNTY OF Oklahoma) ss

Kim Schlitter 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.

Best Friends of Pets
Bidder/Vendor

By: Kim Schlitter

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

L. Kay Martin
Notary Public

My Commission Expires: 10 August 2015

Commission No. 99011759