

**CITY OF NORMAN**  
**Agreement for Professional Veterinary Services**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 ("AWC"), a center located in Norman that serves, among other things, as a shelter for pets and facilitates adoptions for said pets; and

WHEREAS, on June 13, 2016, the City hired a part-time veterinarian and the veterinarian began full-time on July 1, 2017, to provide for animals that come into the care of the Animal Welfare Center including both scheduled care and emergency care; and

WHEREAS, the full-time veterinarian resigned effective August 10, 2018, leaving the position vacant and the AWC is in need of professional veterinary services.

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 during regular business hours Monday through Friday from 7:30 a.m. to 7:30 p.m. and on Saturday from 7:30 a.m. to 3:00 p.m.
- 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 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 Shelter Manager, 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.
- F. Veterinarian shall perform in a good and professional manner the services identified in Exhibit A.

- G. 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.

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 in six (6) months from the date of this agreement, with an option to renew.

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. Notice:

- A. 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: Mark Bechtel, Shelter Manager  
Animal Welfare Center  
3428 Jenkins Avenue  
Norman, OK 73072

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

- B. 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 here under, 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.

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CITY OF NORMAN

Approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

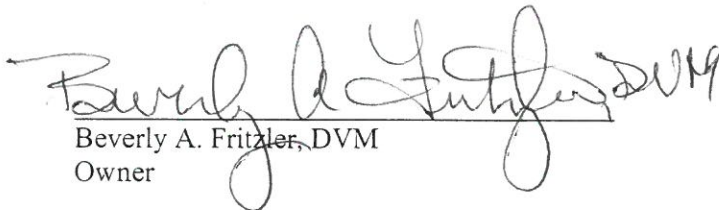
By: \_\_\_\_\_  
Mayor Lynn Miller

ATTEST: \_\_\_\_\_  
Brenda Hall, City Clerk

Approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

By:   
Jeanne Snider, Assistant City Attorney

ROSE ROCK VETERINARY HOSPITAL AND PET RESORT

  
Beverly A. Fritzler, DVM  
Owner

8/9/18  
Date

## EXHIBIT A



400 24<sup>th</sup> Ave NW, Norman, OK 73069  
(405) 321-3361 Fax (405) 321-3364  
www.rosrockvethospital.com  
"Loving Care For Your Pet"

### Treatment Plan for Basic Ear Issue

#### MEDICAL CARE PLAN

Procedure or Dispensed Item	Qty	Charge	To
Medical Examination		23.50	
Ear Swab		13.75	
Oral Medication		15.00	30.00
<b>Total treat plan charges</b>		<b>\$52.25</b>	
<i>Actual total may vary between: \$52.25 and \$67.25</i>			
Created: 8/1/18 Created by: SR			

### Treatment Plan for Basic Sickness

#### MEDICAL CARE PLAN

Procedure or Dispensed Item	Qty	Charge	To
Medical Examination		23.50	
ProCyt Complete Blood Count		22.95	
Idexx Chemistry 17		38.25	
Idexx Electrolytes Panel		15.75	
Sedivue Urinalysis Complete		32.25	
Urine Culture		0.00	15.75
<b>Total treat plan charges</b>		<b>\$148.45</b>	
<i>Actual total may vary between: \$132.70 and \$148.45</i>			
Created: 8/1/18 Created by: SR			

### Treatment Plan for Basic Vomit/Diarrhea Puppy

#### MEDICAL CARE PLAN

Procedure or Dispensed Item	Qty	Charge	To
Medical Examination		23.50	
Fecal Smear		5.98	
Giardia SNAP Test		19.34	
INDEXX Intestinal Parasite Test		13.75	
Parvo SNAP Test In House		23.50	
Oral Medication		15.00	30.00
<b>Total treat plan charges</b>		<b>\$101.07</b>	
<i>Actual total may vary between: \$101.07 and \$116.07</i>			
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## Treatment Plan for Emergency Care

### MEDICAL CARE PLAN

Procedure or Dispensed Item	Qty	Charge	To
Daytime Emergency Medical Examination		43.50	
IV Catheter		19.25	
IV Venoset		9.00	
Fluid Therapy IV		26.88	
IV Pump Monitoring		8.25	
Hospitalization Level 5		41.25	
Oxygen Therapy/30 mins		11.25	45.00
Injectable Pain Management		0.00	21.50
Injection – Misc. (if needed)		12.50	37.50
IV Syringe Pump Monitoring		0.00	10.75
Daytime Emergency Tmt/Hour		13.00	26.00
ProCyt Complete Blood Count		22.95	
Indxx Chemistry 17		38.25	
Indxx Electrolytes Panel		15.75	
Radiograph		0.00	69.75
Radiology Specialist Consult		0.00	67.50
Blood Pressure HDO		0.00	13.75
Diagnostic EKG		0.00	27.25
<b>Total treat plan charges</b>		<b>\$472.33</b>	
<i>Actual total may vary between: \$261.83 and \$544.08</i>			
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**Treatment Plan for Head Trauma**  
**MEDICAL CARE PLAN**

Procedure or Dispensed Item	Qty	Charge	To
Urgent Care Medical Examination		31.00	
ProCyte Complete Blood Count		22.95	
Idexx Chemistry 17		38.25	
Idexx Electrolytes Panel		15.75	
Sedivue Urinalysis Complete		32.25	
Urine Culture		15.75	
Radiograph		59.75	
Radiology Specialist Consult		67.50	
IV Catheter		19.25	
Venaset 78" (lock) DO NOT USE THIS CODE		6.60	
Fluid Therapy IV		26.88	80.64
IV Pump Monitoring		8.25	24.75
Hospitalization Level 5		41.25	123.75
In Patient Evaluation By Doctor / Dad		16.75	33.50
Oxygen Maintenance/24 hours <1L flow		32.25	64.50
Intensive Care Unit Per Day		10.50	31.50
Mannitol Injection 20%		13.50	40.50
Hyper Saline 8x PVL 1 Liter		4.51	9.02
IV Syringe Pump Monitoring		10.75	32.25
<b>Total treat plan charges</b>		<b>\$473.69</b>	
<i>Actual total may vary between: \$473.69 and \$749.46</i>			
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### Treatment Plan for Wound Management (Minor)

#### MEDICAL CARE PLAN

Procedure or Dispensed Item	Qty	Charge	To
Medical Examination		23.50	
ProCyte CBC, Pre-Anesthetic		13.45	
Idexx Chem 10, Pre-Anesthetic		22.60	
Radiograph		69.75	
Radiology Specialist Consult		67.50	
Anesthesia Injectable		39.00	
Clip, Cleanse, Debride Wound		18.25	
Bandage Application & Material		14.25	57.00
Laser Wound Treatment		11.25	45.00
IDEXX Aerobic Culture		75.62	
E Collar or Medical Shirt Recommended		22.50	
Medication RX-Antibiotics		17.00	34.00
RX Pain Management		17.00	
Granulex Aerosol Spray 4oz – DISC.		30.35	
Silver Sulfadiazine 1% Cream 85GM		39.83	32.25
<b>Total treat plan charges</b>		<b>\$481.85</b>	
<i>Actual total may vary between: \$481.85 and \$575.35</i>			
Created: 8/1/18 Created by: SR			