

CITY OF NORMAN
Agreement for Professional Spay and Neuter Services

This Agreement, made and entered into this ____ day of _____, 2018, between the City of Norman, a municipal corporation (the "City"), and Spayway Clinic (the "Clinic");

WHEREAS, the City owns and operates the Animal Welfare Center ("AWC") that serves, among other things, as a shelter for pets and facilitates adoptions for said pets; and

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

WHEREAS, it is necessary to contract with an offsite spay and neuter facility to spay and neuter adoptable dogs and cats until a new full-time veterinarian is hired.

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 that are spayed and neutered under this Agreement shall be tattooed near the incision site to indicate the animal has been spayed/neutered.
- C. All such services shall be provided at the price provided in Exhibit A.
- D. The Clinic will invoice the City each day for services performed.
- E. Clinic shall perform in a good and professional manner the services identified in the Agreement.
- F. 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.

II. Obligations of the City:

- A. AWC Staff will deliver adoptable dogs and cats to the Clinic on Wednesday and Thursday between 8:00 a.m. and 10:00 a.m. as needed for spay/neutering services. No more than twenty (20) animals will be delivered on any one day.
- B. Prior to delivery of dogs and cats to the Clinic, AWC Staff will perform pretesting for heartworms, Lyme, and feline immunodeficiency virus, and advise the Clinic of any known health concerns of the animals.
- 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 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 thirty (30) 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	Arlene Buchanan, President
Animal Welfare Center	Spayway Clinic
3428 Jenkins Avenue	7129 S. Western Ave.
Norman, OK 73072	Oklahoma City, OK 73139

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

- B. 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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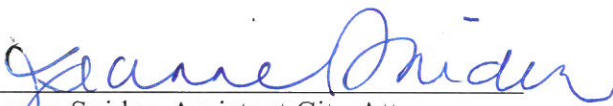
CITY OF NORMAN

Approved this ____ day of _____, 2018.

By: _____
Mayor Lynn Miller

ATTEST: _____
Brenda Hall, City Clerk

Approved this ____ day of _____, 2018.

By: 
Jeanne Snider, Assistant City Attorney

SPAYWAY CLINIC


Arlene Buchanan, President

8/9/18
Date

EXHIBIT A

Spayway Clinic

Procedure	Charge	Weight
Feline Sterilization	\$35.00	
Canine Sterilization	\$45.00	Under 50 lbs.
Canine Sterilization	\$60.00	Under 75 lbs.
Canine Sterilization	\$70.00	Under 100 lbs.
Canine Sterilization	\$80.00	100 lbs. and over