**THE CITY OF SPENCER ANIMAL WELFARE DMSION AGREEMENT**

This Agreement is made and entered into this day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_+, by and between the City of Spencer, a municipal corporation, hereinafter referred to as “Spencer" and the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety, and public welfare of the citizens of Spencer and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

"DVM" shall mean Doctor of Veterinary Medicine. "Animal" shall mean all non-hoofed animals. "Livestock" shall mean all domestic hoofed animals. "Dogs" shall mean all canine domestic animals. "Cats" shall mean all feline domestic animals. "Disposal Only" shall mean that animals are to be disposed of upon entry. *"D/A*" shall mean dead animals.

NOW, TIIEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is mutually agreed between the parties to this Agreement as follows:

1. Spencer shall furnish an animal’s shelter on the site provided by Spencer.
2. Spencer agrees that it should accept, at its shelter facility and give receipt for, all animals collected by Municipality and delivered to Spencer by Municipality or those working under its direction. The hours of operation for acceptance are Monday through Saturday 9:00 am. through 6:00 p.m. Municipality must plan internally to accept unwanted/owned animals or strays found by citizens within its city limits. Spencer shall not accept unwanted/owned or stray animals directly from citizens of Municipality.
3. Spencer agrees that all activities relating to veterinary medicine and veterinary care given to animals in its custody shall be performed by or at the direction of a licensed Doctor of Veterinary' medicine, in compliance with the Veterinary Practice Act of State of Oklahoma
4. Spencer agrees that, for the purpose of this Agreement, it shall maintain office hours for reclamation and adoption of animals from 9:00 a.m. to 6:00 p.m., Monday through Saturday. Minor and/or seasonal changes by Spencer shall be effective only following reasonable notification to Municipality.
5. Spencer agrees that it shall, upon payment by the animal's owner of all applicable Spencer animal reclamation fees and costs, release any animal in its custody to its owner or the owner's authorized representative subject to the following:
	1. A vaccination receipt or a DVM's written or verbal acknowledgment of a valid rabies vaccination must be provided to comply with the Oklahoma State statutes relating to vaccination. If the owner does not have sufficient proof of vaccination. it shall be the responsibility of the owner to have the animal properly vaccinated and provide sufficient proof to the Municipality. Municipality shall be responsible for following up with owners of reclaimed animals to ensure this is done by their ordinance and/or state statute.
	2. The requirement of rabies vaccination shall be waived for an animal upon the request of the owner's veterinarian in the case of a sick or injured animal.
	3. Spencer takes no responsibility for collecting fees or issuing citations on behalf of the Municipality.
6. Spencer shall keep in its custody and properly care for dogs and cats licensed, tagged or with a known owner collected and delivered to Spencer by Municipality for seven (7) days unless sooner redeemed by the owner. Any dog or cat collected and delivered to Spencer by Municipality· whose owner is unknown (meaning a stray) shall be held for five (5) days unless sooner redeemed by its owner. *DIA* will be billed as required. Dogs and cats entered at the collected and delivered to Spencer by Municipality for Disposal only will be humanely disposed of upon entry. Holidays shall not be counted on for billing purposes. After the expiration of the required holding period, Spencer shall dispose of animals as it deems fit and/or humane.
7. Spencer agrees that it will provide proper food, water, shelter, care, and other humane treatment for such animals while they are in its possession and until they are placed or otherwise disposed of by Spencer.
8. Spencer agrees that it will provide access to the public in seeking lost or stray animals during the hours scheduled in paragraph 4 above.
9. Spencer and Municipality do hereby mutually agree that the following schedule of fees and charges shall apply to all animals received in the performance of the terms and conditions of this Agreement brought to Spencer by Municipality as follows, with payment made by Municipality to Spencer plus payment of charges as set forth in paragraph 6:
	1. a. Two hundred ·and forty dollars ($240.00) per animal for live dogs and cats entered by municipality. This fee includes up to 7 days’ boarding as outlined in paragraph 6. Twenty dollars ($20.00) per sick/injured animal Municipality requests euthanized by Spencer.
	2. Eight dollars ($8.00) per additional day of boarding.
	3. Twenty-dollar ($20.00) disposal fee for any dead/euthanized animal Municipality wishes Spencer to dispose of. This includes. • animals Spencer deems euthanized after no reclamation or adoption.
	4. Ten dollars ($10.00) for incineration, or disposal of dead non-ungulate animals (D/A).
	5. Fifteen dollars ($15.00) for incineration, or disposal of dead ungulate animals

*(DIA).*

* 1. Spencer staff reserves the right to determine if an animal is to be entered into the shelter as live or euthanized/dead on arrival. The Municipality agrees that euthanasia of healthy animals is not at their discretion of them. officer/representative delivering the animals and Spencer can refuse service should this become an issue.
1. If the Animal Welfare supervisor deems, in his/her professional opinion, that the injury or illness of an owned or stray animals is of such a nature that the animal should be immediately euthanized for humane reasons, then Spencer is authorized to euthanize the animal upon entry.
2. Spencer shall collect and retain all reclamation/adoption and disposal fees and shall keep proper financial records to account for them.
3. Municipality may have full information as to the methods, means and manner of the operation, maintenance, and management of its animal’s shelter during the term of this Agreement, including inspection by appointment.
4. In the event Spencer is required to keep and maintain animals delivered by Municipality in excess of the periods set out in Paragraph 6 of this Agreement because of a requirement of health officials, law enforcement officials, Municipality or court order, Municipality agrees to pay Spencer the sum of eight dollars ($8.00) per day for any day the animal is kept and maintained in excess of the requirement set out in Paragraph 6.
5. Spencer shall have the right to refuse any animal due to health or overcrowding.
6. Spencer shall keep full and accurate records of all animals brought to Spencer and a record of their final disposition. It shall individually identify, mark or tag to affect an individual record of each animal received. A current copy of the records shall be open to inspection by the Municipality. Spencer will make every reasonable effort to notify the known owner of the animals including mailing written notice to the owner.
7. On or before the tenth (10th) day of each month upon proper claim by Spencer to Municipality. Municipality shall pay all fees to which Spencer is entitled under the terms of this Agreement.
8. Municipality will provide Spencer with complete copies of Municipality's animal control ordinances and always keep and maintain them.
9. Municipality, upon delivery of animals to the shelter, shall unload the animals, locate a representative of Spencer, and assist in the proper intake procedures of vaccination, de-fleeing, worming, etc. Municipality shall then enter the animals into the appropriate area of the shelter as specified by Spencer. Municipality shall complete applicable entry forms prior to Spencer's acceptance of any animals. Municipality shall have no responsibility in the handling of the animals after acceptance by Spencer.
10. Municipality hereby agrees that any loss resulting from the performance of this Agreement shall be borne by it and, further, Municipality hereby agrees to indemnify and save forever harmless Spencer and all of its officers and employees from any and all claims for damages of any kind or nature whatsoever which may hereafter be made against Spencer or any of its officers or employees on account of any personal injury, animal injury, property damages or other losses or damages caused by the negligent acts of Municipality, its agents or employees. Nothing in this paragraph shall be deemed a waiver by Municipality of any provision of the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 *et seq.*
11. It is hereby agreed that this Agreement shall not be assigned by Municipality, in whole or in part, without the written consent of Spencer.
12. It is hereby agreed that no waiver or modification of this Agreement shall be valid or admissible as evidence in any litigation proceeding unless such waiver or modification has been signed by the party sought to be charged with such waiver or modification.
13. It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this Agreement if the violation is not corrected within thirty (30) days after written notice to the offending party.
14. The term of this Agreement shall be from the date of the acceptance by the governing bodies of Spencer and of Municipality through the following 30th day of June. This Agreement may be renewed by the consent of both parties received in writing at least thirty (30) days before the termination date hereof. Said renewal shall be for the following fiscal year (**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, through June 30, 202\_\_).** This Agreement may be renewed from year to year.
15. This Agreement may be terminated for any reason upon thirty (30) days written notice by either party to the other party.

**IN WITNESS WHEREOF, the** parties have caused this Agreement to be executed as of the date and year first above written.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Frank Calvin, Mayor Cecilia Taft, City Clerk**

Approved as to form and legality this day of \_ , 20 .

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Raymond Vincent, City Attorney**

Approved by the governing body of , Oklahoma, on this day of \_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_.

 **City of** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Attest:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  **Mayor City Clerk**

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **City Attorney**

Approved by the governing body of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Oklahoma, on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.