

**AGREEMENT REGARDING  
LOW COST SPAY AND NEUTER CLINIC**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Low Cost Spay-Neuter Clinic, Inc., an Indiana Non-Profit Corporation ("Clinic") and the City of Lafayette, Indiana ("Lafayette").

WHEREAS, the Clinic is a registered Indiana domestic non-profit corporation;

WHEREAS, the Clinic provides low cost spay and neuter services for cats and dogs in Noblesville and Brownsburg;

WHEREAS, throughout the years, low cost spay and neuter services within Lafayette, West Lafayette, and Tippecanoe County have been provided by a combination of volunteers and organizations including, but not limited to, Crystal Creek Kennels, North Central Indiana Spay & Neuter, All Pets Animal Hospital, Wildcat Valley Animal Clinic, Wea Animal Hospital, and Low Cost Spay-Neuter Clinic, Inc in Brownsburg;

WHEREAS, these entities are not currently sufficient to meet the demands for spay and neuter services for cats and dogs in Lafayette, West Lafayette, and Tippecanoe County;

WHEREAS, these entities' ability to meet spay and neuter service demands in Lafayette, West Lafayette, and Tippecanoe County will be even further constrained due to impending retirements;

WHEREAS, spay and neuter services are integral components of controlling dog and cat populations in Lafayette, West Lafayette, and Tippecanoe County;

WHEREAS, the dog and cat population in Lafayette, West Lafayette, and Tippecanoe County cannot be effectively controlled by euthanasia and adoption alone;

WHEREAS, many local animal shelters, local animal rescues, and local pet owners are unable to afford conventional veterinarian prices for spay and neuter services;

WHEREAS, without adequate low cost spay and neuter options, Lafayette, West Lafayette, and Tippecanoe County will be less able to contend with the local dog and cat population;

WHEREAS, the Clinic wishes to expand into the Lafayette, West Lafayette, and Tippecanoe County community;

WHEREAS, Lafayette, West Lafayette, and Tippecanoe County wish to, subsidize, temporarily, the Clinic's lease payments in order to incentivize their expansion into the Lafayette, West Lafayette, and Tippecanoe County community; and

WHEREAS, Lafayette, West Lafayette, and Tippecanoe County have entered into an Interlocal Cooperation Agreement, a copy of which is attached hereto, concerning the Clinic, which designates Lafayette as the lead political subdivision.

NOW THEREFORE, the parties agree as follows:

1. The Clinic plans to enter into a lease to be effective on or about November 1, 2018, for space located at 3667 Braddock Drive, Lafayette, Indiana, and following necessary construction, to open a low cost spay-neuter clinic on or before February 1, 2019.
2. The Clinic will offer low cost spay and neuter services to residents of Tippecanoe County pursuant to the fee schedule attached hereto as Exhibit "A". The Clinic shall have the right to amend the fee schedule, provided, however, the Clinic provides a copy of the modified fee schedule to Lafayette at least sixty (60) days prior to the effective date of the new rates.
3. The Clinic shall require that any person providing veterinary services holds a valid license as may be required by the State of Indiana and all veterinary services or surgical procedures provided by Clinic shall comply with all laws and regulations and industry standards.
4. By March 1<sup>st</sup> of each year, commencing in 2020, the Clinic shall provide a written report to Lafayette detailing the number of animals serviced, the types of services performed and the general address of the animals (i.e., Lafayette, West Lafayette, Tippecanoe County) in the prior calendar year.
5. This Agreement shall have an effective date of upon execution and shall remain in full force and effect until December 31, 2021.
6. During the term of this Agreement, the City agrees to reimburse to the Clinic a portion of its lease payments. The City agrees to reimburse to the Clinic a portion of its lease payments in the amount of Fifty-seven Thousand Dollars (\$57,000.00) per year payable in equal monthly installments of Four Thousand Seven Hundred Fifty Dollars (\$4,750.00), with the first payment to be made on or about January 1, 2019.
7. **Termination.**
  - A. **Convenience.** Either party may terminate this agreement for convenience upon one hundred eighty (180) days written notice.
  - B. **Default.** Either party may terminate this Agreement for default by giving the other party a written notice of the default that specifies how the defaulting party has failed to comply with the agreement and that provides a period of at least thirty (30) days during which the defaulting party may cure the default. If the defaulting party fails to cure the default within the correction period, the non-defaulting party may immediately terminate the agreement upon providing written notice of termination.
8. **Indemnification.** The Clinic shall indemnify, defend and hold harmless Lafayette, West Lafayette, and Tippecanoe County and their agents, assignees, invitees and

employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, for personal injury, death or property damage caused by the negligent acts or omissions of the Clinic or its agents, assignees, invitees and employees with respect to this Agreement.

9. **Insurance.** The Clinic shall provide insurance coverage and extend such coverage to protect Lafayette, West Lafayette, and Tippecanoe County as follows:

- A. **Worker's Compensation insurance** — statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of Lafayette.
- B. **General Liability (including automobile)** — combined single limit of \$1,000,000. Lafayette shall be named as an Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Clinic's insurance shall be written on a "primary" basis and Lafayette's insurance shall be in excess of all of Clinic's available coverage.

10. **Notices.** All notices required or allowed to be given under this Agreement may be served personally or may be sent by U.S. Mail, postage prepaid to the addressed listed below:

To Lafayette:  
City of Lafayette  
Attn: Mayor's Office  
20 N. 6<sup>th</sup> Street  
Lafayette, IN 47901

To Clinic:  
Low Cost Spay-Neuter Clinic, Inc.  
Attn: Tammy Sollenberger, Executive Director  
1721A Pleasant Street  
Noblesville, Indiana 46060

11. **E-Verify.** The Clinic must verify the work eligibility status of all newly hired employees of the Clinic through the E-Verify program operated by the United States Department of Homeland Security, by either direct enrollment or through the services of an independent contractor. If the E-Verify program ceases to exist, the Clinic will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Clinic affirms under penalties for perjury that the Clinic does not knowingly employ an unauthorized alien.

12. **Waiver of Contract Breach.** The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

13. **Entire Understanding of Agreement.** The Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Lafayette and the Clinic hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

14. **Non-Discrimination.** Pursuant to Indiana and Federal law, the Clinic and the Clinic's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

15. **Amendments.** The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as this Agreement.

16. **Governing Law.** The Agreement and all of the terms and provisions thereof shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or other parts of the Agreement, shall remain in full force and effect.

LOW COST SPAY-NEUTER CLINIC, INC

Dated: 9/24/2018

By: Tammy Sollenberger

Printed: Tammy Sollenberger

Title: Executive Director

Approved by the Board of Public Works and Safety on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2018.

\_\_\_\_\_  
Gary Henriott, President

\_\_\_\_\_  
Cindy Murray, member

\_\_\_\_\_  
Norm Childress, member

\_\_\_\_\_  
Ron Shriner, member

\_\_\_\_\_  
Amy Moulton, member

ATTEST:

\_\_\_\_\_  
Mindy Miller, 1<sup>st</sup> Deputy Clerk

Date: \_\_\_\_\_



**Low Cost  
Spay Neuter  
Clinic Inc.**

409 N. Green St.  
Brownsburg, IN 46112  
Phone: (317) 852-0537  
www.lowcostspayneuterindiana.org

**Spaying & Neutering**

Monday • Tuesday  
Thursday • Friday  
Open 7 a.m. - 6 p.m.  
Closed on Wednesday  
Surgery by  
appointment only  
Check-in begins at  
7:00 a.m.

**Vaccine Clinic**

Monday • Tuesday  
Thursday • Friday  
2:30 p.m. - 5:00 p.m.  
Check-in begins at 2:15 p.m.  
Saturday 8 a.m. - 12 p.m.  
First come, first served  
Additional \$15 fee for any  
animal over 5 months that is  
not spayed or neutered

**Late Pick-up Charge \$15.00**

**Dog Prices**

Surgery	Male	Female
0-25 lb.	\$45	\$50
26-50 lb	\$55	\$65
51-75 lb	\$65	\$75
76-100 lb	\$75	\$85

\*Additional fee if pregnant or in heat

\*Proof of rabies vaccine required at time of surgery or vaccine must be done at time of surgery

**Vaccines**

**\*ADDITIONAL \$15 FEE FOR ALL UNALTERED ANIMALS OVER 5 MONTHS OF AGE**

Full package (Rabies, 5-in-1 combo, Bordetella)	\$40
Mini package (Rabies, 5-in-1 combo)	\$30
Rabies 1 year	\$17
Rabies 3 year	\$22
5-in-1 (Distemper combo)	\$17
Bordetella (kennel cough)	\$17

\*3-year rabies vaccine with package is an additional \$6

**Heartworm test** \$20

**Heartworm Preventative (Oral)**

Sentinel	6 Mo	12 Mo	Interceptor Plus	6 Mo	12 Mo
2-10 lbs	\$50	\$75	2-8 lbs	\$45	\$75
11-25 lbs	\$55	\$80	8-25 lbs	\$50	\$80
26-50 lbs	\$60	\$95	26-50 lbs	\$55	\$85
51-100 lbs	\$70	\$100	51-100 lbs	\$65	\$95
Individual dose	\$16		Individual dose	\$14	

**Flea/Heartworm Preventative**

Advantage Multi Topical (6 month)	Dog
3-10	\$86
10-20	\$88
21-55	\$90
55-88	\$92
88-110	\$96
Individual Dose	\$22

**Flea/Tick Preventative**

Effitix Plus (3 months) Topical	5-10.9 lbs
5-10.9 lbs	\$30
11-22.9 lbs	\$32
23-44.9 lbs	\$34
45-88.9 lbs	\$36
89-132 lbs	\$38
Individual dose	\$13

**Flea/Tick Dog Only**

NexGard (Oral 3 months)	4-10 lbs
4-10 lbs	\$54
10.1-24 lbs	\$56
24.1-60 lbs	\$58
61-121 lbs	\$60
Individual dose	\$20

**Cat Prices**

**Surgery prices**

Male - neuter	\$35
Female - spay	\$40

\*Additional fee if pregnant

\*Proof of rabies vaccine required at time of surgery or vaccine must be done at time of surgery

**Vaccines**

**\*ADDITIONAL \$15 FEE FOR ALL UNALTERED ANIMALS OVER 5 MONTHS OF AGE**

Full package (Rabies, 4-in-1 combo, FeLV)	\$40
Mini package (Rabies, 4-in-1 combo)	\$30
Rabies 1 year	\$17
Rabies 3 year	\$22
4-in-1 (distemper) combo	\$17
Feline Leukemia (FeLV)	\$17
*3-year rabies vaccine available with package for an additional	\$6
<b><u>FeLV/FIV test</u></b>	\$27

**Flea/Heartworm Preventative**

Advantage Multi Cat (6 month)	Kitten (3 month) under 9
Advantage Multi Cat (6 month)	\$42
Kitten (3 month) under 9	\$84
over 9	\$88
Individual Dose	\$18

**Flea/Tick Preventative (3 month)**

Effipro Plus	\$32
Individual Dose	\$12

**Capstar flea treatment** \$6

**Miscellaneous for dogs & cats**

Pain control - to take home after surgery	\$12
Strongid Dewormer - Kills rounds & hooks	\$12
Drontal Plus Dewormer	\$18-24/per pill
(Pill quantity based on weight)	
*Kills rounds, hooks, whips and tapeworms	

Home Again Microchip & Registration Fee	\$25
Nail Trim	\$15-20
Elizabethan Collar	\$10-15
Cat Carrier	\$9
Pre-Op Bloodwork (if required)	\$75