

**CONTRACT AGREEMENT BETWEEN THE CITY OF AURORA ANIMAL CARE  
AND CONTROL AND OSWEGO ANIMAL HOSPITAL**

THIS AGREEMENT (this “AGREEMENT”) dated \_\_\_\_\_, 2020 is between the **City of Aurora**, an Illinois municipality and home rule unit of government (hereinafter also referred to as the “City”) and **Oswego Animal Hospital LLC**, a Limited Liability Corporation (herein after also referred to as “OAH”) for the mutual benefit of both Parties.

**1. Background**

The City of Aurora operates Aurora Animal Care and Control which protects animals and humans through providing care, intervention, education and enforcement. The Oswego Animal Hospital is a Limited Liability Corporation offering veterinarian medicine, animal care, pet training and animal education. The City seeks to contract with the OAH for products and services related to the care and welfare of animals.

**2. Term**

This Agreement shall commence on January 1, 2021 for a period of five (5) years. The initial term of this Agreement shall expire on December 31, 2025. This Agreement is renewable for two (2) successive one (1) year terms, subject to written consent of both Parties annually.

**3. Oswego Animal Hospital’s Obligations:**

- A. To provide veterinarian visits and consultations at least twice a week at the Aurora Animal Care and Control shelter. These visits will be for any animal medical issues including rabies observations and to spay and neuter animals. These visits will occur at no cost to the City.

- B. To spay/neuter all animals deemed suitable for adoption (by the Director of Animal Care and Control), prior to their adoption, for a fee of fifty-five dollars (\$55.00) regardless of animal species or gender.
- C. To provide all new owners/adopters an initial veterinarian visit at no charge. The purpose of the visit would be to discuss responsible pet care (heartworm prevention, vaccines, deworming, etc.). Owners/adopters would be able to schedule an initial visit at either of the following OAH locations:

Oswego Animal Hospital  
1280 US-34  
Oswego, IL 60543  
630-554-7670

Foxmoor Veterinary Clinic  
2258 Ogden Ave  
Aurora, IL 60504  
630-851-1312

- D. To provide low cost lab testing, medications, vaccines and supplies to the City's Animal Care and Control. Lab testing would include heartworm, FELV testing, and FIV testing. Medications and supplies will be charged at cost plus shipping expenses. Due to contract pricing, vaccines will be ordered and billed through Oswego Animal Hospital.
- E. To provide the City with monthly invoices for spaying/neutering, lab tests, medications, vaccines and supplies provided to Aurora Animal Care and Control.
- F. To notify the City in writing when any tests, medication, vaccine or supply cost increases in price more than 10%.

#### **4. The City's Obligations**

- A. To test every animal deemed available for adoption (by the Director of Animal Care and Control) per schedule of fees provided by OAH.

- B. To provide all adopters/owners veterinarian informational materials provided by OAH, as well as a certificate for a free veterinarian visit at OAH.
- C. To review and either approve or dispute charges within 30 days of receiving an OAH invoice.
- D. To pay all approved invoice charges within 30 days of their approval.

## **5. Breach of Contract**

Any of the following occurrences may be deemed a breach or default of the contract.

- A. The City's failure to pay approved invoices within 30 days of their approval.
- B. An increase in the cost of supplies provided to the City in an amount equal to or greater than 25%.

## **6. Remedies in the Event of a Breach or Default**

- A. In the event the City breaches the Contract, the Director of the OAH may send written notice to the City of its default, and provide the City at least ten (10) days to cure its breach.
- B. In the event the Oswego Animal Hospital breaches the contract the Director of Animal Care and Control may send written notice to OAH of its default, and provide OAH at least ten (10) days to cure its breach.
- C. In the event a Party is unable to cure the breach after written notice is provided under the terms of this Agreement, the other Party may seek cancellation of the contract and any remedies it may be entitled to under the terms of this Contract.

## **7. Indemnification**

OAH shall indemnify, defend, and hold City, its employees, agents, and elected officials harmless from and against any and all claims, including those filed by third parties, for personal

injury, losses, costs, liabilities, damages, expenses, and reasonable attorneys' fees, to the extent incurred in connection with or arising from the OAH's obligations under the terms of this Agreement.

#### **8. Modification of Agreement Terms**

This Agreement may only be amended, modified, or supplemented by an agreement in writing duly executed by both Lessor and Lessee.

#### **9. Governing Law and Jurisdiction**

The Laws of the State of Illinois shall govern the validity, performance and enforcement of this Agreement. Any legal action or proceeding relating this Agreement shall be brought exclusively in the 16th Judicial Circuit Court in Kane County, Illinois. OAH and the City consent to such exclusive jurisdiction and agree that venue is proper.

#### **10. Severability**

It is the intention of both of the parties hereto that the provisions of this Agreement shall be severable in respect to a declaration of invalidity of any provision hereof. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall remain in effect and shall be enforceable to the full extent permitted by law.

## **11. Notices**

Notices or other writings which either party is required to, or may wish to send to the other in connection with this Agreement, shall be in writing and shall be delivered personally or sent by U.S. registered or certified mail, return receipt required addressed as follows:

If to City:

Mayor  
City of Aurora  
An Illinois Municipal Corporation  
44 East Downer Place  
Aurora, Illinois 60507

With a Copy to:

City of Aurora  
Corporation Counsel  
44 E. Downer Place  
Aurora, Illinois 60507

If to Oswego Animal Hospital:

Dr. Jason Jacobsen  
Oswego Animal Hospital, LLC  
1280 HWY 34  
Oswego, IL 60543

## **10. Attorney's Fees**

Should there be any legal disputes regarding this Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and attorney's fees incurred in enforcing this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**OSWEGO ANIMAL HOSPITAL**  
a Limited Liability Corporation

**CITY OF AURORA,**  
an Illinois Municipal Corporation

BY: \_\_\_\_\_  
[Title]

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk