

## ANIMAL IMPOUND SERVICE CONTRACT

This Contract "Contract") is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF NORTHFIELD, a Minnesota municipal corporation, 801 Washington Street, Northfield, MN 55057 ("CITY"), and Countryside Animal Hospital, P.A., a professional association under the laws of the State of Minnesota, 708 Schilling Drive, Dundas, MN 55019 ("PROVIDER"); (collectively the "PARTIES").

WHEREAS, CITY requires certain ongoing professional services in conjunction with and involving animal care and shelter for animals impounded pursuant to CITY ordinances or state statutes; and

WHEREAS, PROVIDER agrees to furnish the various services identified herein and required by CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the PARTIES agree as follows:

### SECTION I – PROVIDER'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** PROVIDER agrees to perform various professional services for CITY on an ongoing basis in conjunction with and involving animal care and shelter for animals impounded pursuant to CITY ordinances or state statutes as detailed in Exhibit 1, Scope of Services, which is attached hereto and incorporated herein by reference (the "Services").
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph H of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by PROVIDER, PROVIDER shall be entitled to additional compensation consistent with Section III of this Contract. PROVIDER shall give notice to CITY's Police Chief of any change in the scope of services or additional services prior to furnishing such services. The Police Chief may request an estimate of the change in scope of services or the additional services cost from PROVIDER, and upon receipt of the request, PROVIDER shall furnish such cost estimate, prior to CITY's authorization of the changed scope of services or additional services.

Notwithstanding the foregoing, the Police Chief may temporarily authorize additional services from PROVIDER in emergencies and when necessary to ensure the health and safety of impounded animals. PROVIDER shall not provide any temporary additional services unless authorized by the Police Chief.

- C. **Changed Conditions.** If PROVIDER determines that any Services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Services, PROVIDER's effort required to perform its Services under this Contract exceeds the estimate and/or fees which formed the basis for PROVIDER's compensation, PROVIDER shall promptly notify CITY of that fact. Upon mutual agreement of the PARTIES, additional compensation for such Services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that PROVIDER first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B. Fees for Services and adjustment thereof are provided in Section III and Exhibit 3 of this Contract.
- D. **Standard of Care.** Services provided by PROVIDER or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of PROVIDER's profession or industry. PROVIDER shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by PROVIDER's breach of this standard of care. PROVIDER shall put forth reasonable efforts to complete its duties in a timely manner. PROVIDER shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. PROVIDER shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
- E. **Insurance.** PROVIDER shall not commence work under this Contract until PROVIDER has obtained all insurance required herein and such insurance has been approved by CITY, nor shall PROVIDER allow any subcontractor to commence services on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All this insurance coverage shall be maintained throughout the life of this Contract.
1. PROVIDER agrees to procure and maintain, at PROVIDER's expense, statutory Workers' Compensation coverage. Except as provided below, PROVIDER must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts PROVIDER from Workers' Compensation insurance or if PROVIDER has no employees in the City, PROVIDER must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes PROVIDER from the Minnesota Workers' Compensation requirements. If during the course of the Contract PROVIDER becomes eligible for Workers' Compensation, PROVIDER must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate of insurance.
  2. PROVIDER agrees to procure and maintain, at PROVIDER's expense, Commercial General Liability ("CGL") and business automobile liability

insurance coverages insuring PROVIDER against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by PROVIDER or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. The required automobile liability coverage must include coverage for “any auto” which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. CITY shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) for the services provided under this Contract and shall provide that PROVIDER’s coverage shall be primary and noncontributory in the event of a loss.

3. PROVIDER agrees to procure and maintain, at PROVIDER's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

Worker’s Compensation	Statutory Limits
Employer’s Liability	\$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per employee
Commercial General Liability	\$1,000,000 property damage and bodily injury per occurrence \$2,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations
Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles)

4. Professional/Technical (Errors and Omissions) Liability Insurance. PROVIDER agrees to procure and maintain, at PROVIDER's expense, Professional/Technical (Errors and Omissions) Liability Insurance. The required policy will provide coverage for all claims PROVIDER may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to

PROVIDER's professional services required under the contract. PROVIDER is required to carry the following minimum limits: \$1,000,000 – per wrongful act or occurrence; \$2,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater. Any deductible will be the sole responsibility of PROVIDER and may not exceed \$50,000 without the written approval of CITY. If PROVIDER desires authority from CITY to have a deductible in a higher amount, PROVIDER shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that CITY can ascertain the ability of PROVIDER to cover the deductible from its own resources. The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and PROVIDER shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by PROVIDER to fulfill this requirement.

5. Technology Errors and Omissions Insurance. PROVIDER agrees to procure and maintain, at PROVIDER's expense, Technology Errors and Omissions Insurance. The required policy will provide coverage for all claims PROVIDER may become legally obligated to pay, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, cloud computing, extortion and network security. PROVIDER is required to carry the following minimum limits: \$1,000,000 – per occurrence; \$2,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater.
6. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by PROVIDER and are attached hereto as Exhibit 2.
7. Any insurance limits in excess of the minimum limits specified herein above shall be available to CITY.
8. PROVIDER's insurance policies and certificate(s) shall not be cancelled without at least thirty (30) days' advance written notice to CITY, or Ten (10) days' prior written notice to CITY for nonpayment of premium.
9. PROVIDER's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to CITY with respect to any claim arising out of PROVIDER's performance under this Contract.
10. PROVIDER is responsible for payment of Contract related insurance premiums and deductibles. If PROVIDER is self-insured, a Certificate of Self-Insurance must be attached.

11. PROVIDER shall ensure that all subcontractors comply with the insurance provisions contained in this Contract and such insurance is maintained as specified.
12. PROVIDER's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance, if applicable.
13. All policies listed above, except professional liability insurance (or other coverage not reasonably available on an occurrence basis), shall be written on a per "occurrence" basis ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
14. PROVIDER shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by CITY.
15. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract if PROVIDER is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against PROVIDER.

## **SECTION II – CITY'S RESPONSIBILITIES**

- A. CITY shall promptly compensate PROVIDER as Services are performed to the satisfaction of the CITY's Police Chief, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to PROVIDER for its use, at PROVIDER's request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for PROVIDER's performance of the services detailed in Exhibit 1, attached hereto.
- D. Monte Nelson, CITY's Police Chief, shall serve as the liaison person to act as CITY's representative with respect to Services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY's policies with respect to the PROVIDER's Services. Such person shall be the primary contact person between CITY and PROVIDER with respect to the Services from PROVIDER under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify PROVIDER thereof.

### SECTION III – COMPENSATION

- A. CITY will compensate PROVIDER as detailed in Exhibit 3, Compensation, which is attached hereto and incorporated herein by reference, for PROVIDER's performance of Services under this Contract.
- B. If CITY fails to make any payment due PROVIDER for Services performed to the satisfaction of the CITY's Police Chief and expenses within thirty days after the date of PROVIDER's invoice, PROVIDER may, after giving thirty days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend Services under this Contract until PROVIDER has been paid in full all amounts due for Services, expenses and charges.

### SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect commencing January 1, 2019 through December 31, 2021, unless otherwise terminated or renewed as provided herein.
- B. **Renewal.** Unless otherwise terminated as provided herein, this Contract will automatically renew for additional one year periods on the same terms as contained herein following the initial term, except that the PARTIES may renegotiate terms and conditions on an annual basis and adjust fees or amend the terms hereof in writing as provided herein.
- C. **Termination.** Notwithstanding any other provision of this Contract, either Party may terminate this Contract for any reason or for convenience upon sixty (60) days written notice. In the event of termination, CITY shall be obligated to PROVIDER for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- D. **Default.** If PROVIDER fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the Services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the Services provided hereunder, this shall constitute default. Unless PROVIDER's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of PROVIDER's default, PROVIDER shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Work.** If any work performed by PROVIDER is abandoned or suspended in whole or in part by CITY, PROVIDER shall be paid for any services performed to the satisfaction of the CITY's Police Chief prior to PROVIDER's receipt of written notice from CITY of such abandonment or suspension.

## SECTION V – INDEMNIFICATION

- A. PROVIDER shall indemnify, protect, save, and hold harmless CITY, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of PROVIDER or PROVIDER's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Contract or the Services. PROVIDER shall defend CITY against the foregoing, or litigation in connection with the foregoing, at PROVIDER's expense, with counsel reasonably acceptable to CITY, except that for professional liability claims, PROVIDER shall have no upfront duty to defend CITY, but shall reimburse defense costs to CITY to the same extent of CONSUTANT'S indemnity obligation herein. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. PROVIDER agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.
- B. CITY shall indemnify protect, save, and hold harmless PROVIDER, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this Contract. CITY shall defend PROVIDER against the foregoing, or litigation in connection with the foregoing, at CITY's expense. PROVIDER, at its expense, shall have the right to participate in the defense of any Claims or litigation. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of PROVIDER. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or PROVIDER. PROVIDER's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against PROVIDER because of this Contract or the performance or nonperformance of services provided hereunder.

## SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either PARTY shall have notified the other PARTY. The PARTIES' representatives for notification for all purposes are:

**CITY:**

Monte Nelson, Police Chief  
City of Northfield  
1615 Riverview Drive  
Northfield, MN 55057  
Email: Monte.Nelson@ci.northfield.mn.us  
Phone: 507-645-4477

**PROVIDER:**

Richard Lorang, DVM  
Countryside Animal Hospital, P.A.  
708 Schilling Drive  
PO Box 208  
Dundas, MN 55019  
Email: info@countrysideanimalhospital.com  
Phone: 507-645-4522

- D. **Dispute Resolution.** CITY and PROVIDER agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- E. **Independent Contractor Status.** PROVIDER, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find PROVIDER to be an employee of CITY, and PROVIDER shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to,



workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. PROVIDER acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due PROVIDER, and that it is PROVIDER's sole obligation to comply with the applicable provisions of all Federal and State tax laws. PROVIDER shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. PROVIDER is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- F. **Subcontracting.** PROVIDER shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. PROVIDER shall be responsible for the performance of all subcontractors and/or sub-consultants.
- G. **Assignment.** This Contract may not be assigned by either PARTY without the written consent of the other PARTY.
- H. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and PROVIDER.
- I. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, PROVIDER agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of PROVIDER and involve transactions relating to this Contract. PROVIDER agrees to maintain these records for a period of six years from the date of termination of this Contract.
- J. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either PARTY is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the PARTY affected by force majeure shall give written notice with explanation to the other PARTY immediately.
- K. **Compliance with Laws.** PROVIDER shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which PROVIDER is responsible.

- L. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- M. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- N. **Governing Law.** This Contract shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- O. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.* PROVIDER agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. PROVIDER understands that all of the data created, collected, received, stored, used, maintained or disseminated by PROVIDER in performing those functions that the CITY would perform is subject to the requirements of the Act, and PROVIDER must comply with those requirements as if it were a government entity. This does not create a duty on the part of PROVIDER to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.
- P. **No Waiver.** Any PARTY's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that PARTY's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving PARTY.
- Q. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, PROVIDER consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring PROVIDER to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- R. **Patented Devices, Materials and Processes.** If this Contract requires, or PROVIDER desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, PROVIDER shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, PROVIDER shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of

any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.

- S. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- T. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- U. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- V. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of CITY and PROVIDER arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- W. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any PARTY to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing PARTY.

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## SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

### **PROVIDER: COUNTRYSIDE ANIMAL HOSPITAL, P.A.**

By: \_\_\_\_\_  
Richard Lorang, DVM, Its President

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

### **CITY OF NORTHFIELD**

By: \_\_\_\_\_  
Rhonda Pownell, Its Mayor

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

By: \_\_\_\_\_  
Deb Little, Its City Clerk

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

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

Subject to the terms of this Contract, PROVIDER shall perform the following Services:

1. Adequate and sanitary facilities for the clean and humane impoundment (care and shelter) of dogs and cats for up to five (5) days delivered to the facility by CITY;
2. Adequate and sanitary facilities for the clean and humane impoundment of dogs and cats which, if suspected of rabies, may be required to be quarantined for up to ten (10) days;
3. Provision for the impounded animal's nutritional, health and exercise needs;
4. Access by the Northfield Police Department to the impound facilities on a 24 hour a day basis to deliver animals, impound and board animals;
5. The impound facility must be located within a 5-10 minute drive of the City of Northfield;
6. Compliance with all applicable State laws and City ordinances governing the impound of animals, their redemption, destruction and adoption, including but not limited to the requirements of Minnesota Statutes Sections 347.31 through 347.40, Minnesota Rules 1721.0490 through 1721.0580, and Northfield Ordinances, Chapter 10, Article II (all as the same may be amended from time to time);
7. Ability to provide veterinary care, emergency medical treatment and/or euthanasia upon authorization of the Northfield Police Chief or his/her designee;
8. Promoting the adoption of unclaimed animals whenever possible;
9. Submitting a monthly detail of the disposition of each animal placed in its custody;
10. Submitting a monthly accounting of its activities and the basis for all charges to CITY for Services performed.

**EXHIBIT 2**

**CERTIFICATES OF REQUIRED INSURANCE COVERAGES**

*[Certificates of Insurance attached hereto]*

### **EXHIBIT 3**

#### **COMPENSATION**

Subject to the limitations set forth in this Exhibit, CITY will compensate PROVIDER in accordance with the schedule of fees below for the time spent in performance of Services under this Contract.

**Minimum Monthly Payment.** CITY guarantees to the PROVIDER a minimum monthly fee for Services of \$500.00; all payments made by CITY to PROVIDER for Services rendered in a particular month shall be credited against the guaranteed minimum monthly fee for that month; the guaranteed minimum monthly fee shall not be in addition to payments for Services rendered, except to the extent the total payments for a particular month for Services rendered are less than the \$500.00 minimum monthly payment.

#### **Schedule of Fees for Services.**

<b><u>Service</u></b>	<b><u>Rates (eff. 01/01/19)</u></b>
Initial impound admission fee (one time)	\$28.00
Canine impound and boarding fee - single dog	\$25.00/day
Feline impound and boarding fee - single cat	\$20.00/day
Rabies 1 Year Vaccine	\$25.00
After hours emergency charge or if called out to assist CSO or officer in the field	\$100.00
Euthanasia fee	\$45.00
Transportation charge	IRS mileage rate

As applicable, the above impound and boarding fees include food, water, kennel or cage accommodations and cleaning, exercise, and initial physical examination of the animal to determine if immediate treatment is needed, and treatment for fleas, worms or other routine treatments to maintain a healthy kennel environment.

**Additional Fees for Service.** Treatment of injuries and illnesses will be decided on a case-by-case basis and must be pre-authorized by the Police Chief, the CSO, or a CITY designee. Pre-authorization may be verbal but must be followed up in writing. Additionally, any services for animals not specifically listed within this contract must also be pre-authorized as specified above. A veterinarian may perform emergency euthanasia or other treatment without pre-authorization if the veterinarian deems it the only humane option.

**Adjustment of Fee Schedule.** Following Service year 2019, those above fees that are imposed by CITY ordinance and payable by the owner of an animal impounded and covered by this

Contract may be adjusted by mutual agreement of the PARTIES hereto without amendment to this Contract, provided however, that the adjusted fees are first set by resolution adopted by the City Council of the City of Northfield.

CITY will make periodic payment to PROVIDER upon billing at intervals not more often than monthly at the rates specified in the schedule of fees included herein.