

**MODIFICATION OF SERVICE AGREEMENT
TOOELE VETERINARY CLINIC / DR. JOE ROUNDY
(MODIFIES CONTRACTS 02-01-11 AND 09-01-04)**

AGREEMENT dated this 21st day of February, 2023, by and between TOOELE COUNTY, a political subdivision of the State of Utah ("County"), and DR. JOE ROUNDY, Tooele Veterinary Clinic ("Contractor").

WHEREAS, Tooele County needs sheltering services for stray and impounded animals; and

WHEREAS, Contractor agrees to shelter stray and impounded animals for County; and

WHEREAS, the parties have previously entered into formal written agreements and less formal cost adjustments for the provision of sheltering services by Contractor; and

WHEREAS, the parties desire to modify those prior agreements and adjustments;

NOW THEREFORE, the parties mutually agree as follows:

1. **SERVICES AND CHARGES.** Contractor agrees to charge, and County agrees to pay, for the following services at the stated rates:

Daily kennel charge for stray canine	\$18.00
Daily kennel charge for stray feline	\$14.00
Daily kennel charge for quarantined canine (rabies observation)	\$25.00
Daily kennel charge for quarantined feline (rabies observation)	\$19.00
Daily kennel charge for litter of pups or kittens with mother	\$8.00
Euthanasia per canine	\$23.00
Euthanasia per feline	\$19.00
Disposal of canine carcass	\$23.00
Disposal of feline carcass	\$10.00

2. **LENGTH OF IMPOUNDMENT.** Stray animals will be held 10 days only prior to disposition, unless circumstances dictate the animal be held an additional day. County is not responsible for kenneling fees beyond 10 days. Animals that have bitten and have not been vaccinated for rabies will be held in quarantine for 10 days only.

3. **INVOICES AND PAYMENT.** Contractor shall invoice County monthly with the detail of all charges. County shall pay such invoices within 30 days of billing.

4. RELATIONSHIP OF PARTIES. Contractor is an independent contractor. Contractor is not an agent or employee of County for any purpose. Neither Contractor nor his employees are entitled to any of the benefits that County provides to County employees.

5. TERMS. The initial term of this Agreement shall run from January 1, 2023 through December 31, 2025. The parties may extend this Agreement for up to three additional three-year terms. Either party may cancel this Agreement on 30-days written notice, with or without cause.

6. MODIFICATIONS. This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.

7. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. All other agreements, promises and representations with respect to the subjects of this Agreement, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document.

8. SEVERABILITY. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

9. FORCE MAJEURE. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

10. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives. However, neither party may assign its rights or obligations under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.


11. COST OF DEFAULT. In the event of default by either party hereto, the defaulting party shall pay all costs and expenses of the non-defaulting party, including reasonable attorneys' fees incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default.

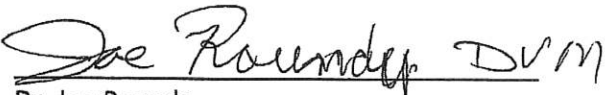
12. NON-APPROPRIATION. The term of this Agreement extends beyond County's current fiscal year. Continuation of this Agreement is contingent on the appropriation and availability of funds, as determined in good faith by the Tooele County Council. If funds are not appropriated or available, this Agreement shall terminate at the end of the last funded fiscal year, and the parties shall be relieved of all further obligations.

13. MUTUAL INDEMNIFICATION. Contractor shall indemnify and hold harmless County and its officers and employees from and against all claims arising out of or related to Contractor's obligations pursuant to this Agreement. County shall indemnify and hold harmless Contractor and his employees from and against all claims arising out of or related to County's obligations pursuant to this Agreement.

TOOELE COUNTY:

DR. JOE ROUNDY:


James A. Welch
Tooele County Manager


Dr. Joe Roundy
Contractor

APPROVED AS TO FORM:


Colin Winchester Nathan Harris
Deputy County Attorney