

**AGENDA**  
**Grand Rapids Police Community**  
**Advisory Board**

Meeting of Dec. 6 , 2016

7:00 AM

City Hall Conference Room

Call to order

Roll Call

Approval of Minutes: Oct. 4th , 2016

Public Comment

Board Member Reports

Old Business:

Review GRPD Community Programs

- School Liaison Officer
- Police Reserves
- Citizens Academy
- Teen Academy
- Shop with a Hero
- Vacation Check
- Vehicle Unlock
- Hospital Security
- College Student Intern
- GRPD Chronicles

New Business:

Discussion regarding : City of Grand Rapids Animal Control Facility

Items for next agenda:

Adjournment

CITY OF GRAND RAPIDS  
POLICE COMMUNITY ADVISORY BOARD  
Tuesday, October 04, 2016 7:00 A.M.

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Police Community Advisory Board was held in Conference Room 2B of the City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota, on Tuesday October 4, 2016 7:00 A.M.

CALL OF ROLL: On a Call of Roll, the following members were present: Demuth, Nalan, Janssen, Dowell, Neustrom, George. Absent: Braxton, Burress, Spawn.

Staff Present: Scott Johnson, Jacqueline Heinrich

1. Call to Order: The meeting was called to order by Board Chair Janssen at 7:03 A.M.
2. Call of Role
3. Approval of Minutes for the meeting of August 2, 2016.
4. Public Comment: There was no members of the public present.
5. Board Member Reports:

Mr. Nalan reported that the spoke with the Herald Review Editor regarding the purpose of the Police Community Advisory Board and suggested that an article be placed in the newspaper.

6. Old Business:
  - a. Chief Johnson updated board on 2017 proposed police department.
7. New Business:
  - a. The Board stated they would like to learn more about the role of the SWAT Team and discussed having representatives of the SWAT Team present at a future meeting. Discussion included having a special meeting off site to view SWAT equipment..

The Board discussed having off site meetings to further engage the public. One venue mentioned was the YMCA. The use of internet "Doodle" to schedule meetings was discussed.

Mr. Neustrom reinforced that the purpose for meeting with the public was to provide input and not to receive complaints about specific incidents.

Chief Johnson presented the 2016 police department goals, providing a status report on each. The consensus of the board was that the Teen Academy in the High School should be continued and that communication was the key to getting better attendance. It was suggested by the board that a morning session may garner more attendance than an afternoon session. A recap was provided of the Anishinaabe cultural awareness training.

Chief Johnson also presented the 2017 proposed police department goals. The Board expressed support for these goals.

Chief Johnson distributed the recently completed Blandin Pulse Survey noting that 80% of the respondents reported their belief that crime was being adequately addressed in their communities but that 60% believed crime was an issue.

Ms. Dowell led a discussion regarding lockdown drills in schools. It was suggested that this discussion continue at a future meeting.

Chair Janssen encouraged the Board to view the police department's cable television show, "GRPD Chronicles."

Mr. Neustrom described the National Bass tournament that came to Grand Rapids in August and how this benefitted the community. He expressed appreciation to the police department for providing security.

Motion by Mr. Nalan, seconded by Ms. Demuth to adjourn the meeting at 8:10 AM. Vote to adjourn was unanimous.

Date of next meeting: December 5, 2016, 7:00 AM, City Hall Conference Room 2B

Respectfully submitted,

Jacqueline Heinrich

## **City of Grand Rapids Domestic Animal Control Facility**

All of the cost to construct, and the majority of the cost to operate, the Grand Rapids Domestic Animal Control Facility is paid for by the citizens of Grand Rapids. Three other cities and Itasca County contract with Grand Rapids for use of the facility. Issues of fiscal equitability have arisen. We would like the Police Community Advisory Board to examine this issue and suggest alternatives to be considered.

### Background

Various levels of government are responsible for providing specific services. For example, Minnesota statutes require counties to provide law enforcement protection, therefore, the sheriff has jurisdiction throughout the county. Municipalities may choose to provide their own police services but are not required to. In the absence of a municipal police department the county sheriff is responsible for providing police services.

Animal control is a service that municipalities and counties may provide at their discretion. This is not required by statute. In the absence of this service it simply isn't available to residents. Most Minnesota cities of significant size provide this service or contract for this service, either through another government entity or the private sector. The City of Grand Rapids provides animal control service to the residents of our city. This is done through the Grand Rapids Police Department.

About nine years ago the City began exploring the construction of a new animal control facility to house stray animals, replacing the then inadequate facility. Itasca County and other cities in the county were invited to explore this option as a joint venture. The City of Grand Rapids and Itasca County were close to entering an agreement to construct a joint domestic animal control facility and considered contracting with a non-profit to operate the facility. The other cities in Itasca County chose not to participate. In the end, Itasca County did not participate in the construction or operation of this facility.

In 2006, the City of Grand Rapids constructed the Grand Rapids Domestic Animal Control Facility. This facility was funded by and is owned by the City of Grand Rapids. Neither the county or any other city participated in the construction. The facility is located across the street from the public works building at the intersection of Airport Road and 4<sup>th</sup> Street Southeast. The facility cost the tax payers of Grand Rapids \$500,000 to construct paid for by Fund Balance and Neighborhood/Economic Development funds. The Grand Rapids Police Department operates and maintains this facility utilizing one Community Service Officer and one part-time employee.

### Discussion

Since the construction, Itasca County has contracted with the City of Grand Rapids to use this facility to house stray domestic animals picked up by county deputies. Some other cities have done so as well.

Cities that currently contract with Grand Rapids to use the Domestic Animal Control facility are:

- Cohasset (has no police department/served by the sheriff)
- LaPrairie (has no police department/served by the sheriff)
- Coleraine (has a police department)

Cities in Itasca County that do not contract with Grand Rapids to use the Domestic Animal Control Facility are:

- Ball Club (has no police department/served by the Sheriff)
- Deer River (has a police department/has own animal control facility)
- Bovey (has a police department/no longer contracts for facility use)
- Taconite (has no police department/served by the Sheriff)
- Marble (has no police department/served by the Sheriff)
- Nashwauk (has a police department/does not contract with GR Animal Facility)
- Keewatin (has a police department/does not contract with GR Animal Facility)
- Big Fork (has no police department/served by the Sheriff)
- Marcell (has no police department/served by the Sheriff)

The contract to use the facility consists of a formal agreement, signed by each entity. The Agreement stipulates the payment of a monthly retainer to the City of Grand Rapids. Itasca County pays an annual retainer of \$25,000. These agreements all expire on December 31<sup>st</sup> of each year and are renewed at the first of the year. The retainers are:

Cohasset	\$ 365.00	(has no police department/served by the sheriff)
LaPrairie	\$ 175.00	(has no police department/served by the sheriff)
Coleraine	\$ 175.00	(has a police department)
Itasca County	\$25,000.00 per year	(townships and cities without police departments are Served by the sheriff)

We don't know how these retainer amounts were initially determined. Hill City and Bovey were contracting with Grand Rapids for the use of this facility but in January 2016 each chose not to renew the agreement. Hill City stated it wasn't cost effective. Bovey chose not to renew the agreement and provided no explanation.

The annual cost to the City of Grand Rapids to run this facility does increase slightly from one year to the next as cost of utilities and personnel costs increase. Retainer fees to the other cities and county have not. In 2015 the cost to operate the facility was \$64,559 (heating, cooling, cleaning, maintenance, personnel).

Issues:

Issue #1: There is an inequity between the monthly retainers paid by Cohasset and the other cities. Retainers charged for the use of the Domestic Animal Control Facility should be

equitable. To be equitable every municipality should be paying the same flat retainer or the retainers should be based upon a formula.

Question: If there is to be a flat retainer, what should this retainer be? If there is to be a retainer based on a formula, what is an equitable formula? Too high a retainer may result in cities dropping out of the agreement. The City of Grand Rapids needs this retainer revenue to help offset operating costs.

Some elements you may wish to consider when contemplating various formulas include:

- Surrounding townships contract with the Grand Rapids Fire Department for fire protection. The formula is based upon three variables:
  - Market Value
  - Fire Department Budget
  - Number of Fire Calls to the township (based upon a 12 month period of time, looking back 24 months previous, as budgeting begins mid-year)
- The police department has records back to 2014 showing how many animals came into the facility and where they came from. This could be used in a formula showing the average number of dogs from each entity, for a given look back period of time, and then used to share the percentage cost for the annual bond payment and operating expenses.

Issue #2:

In the fall of 2016 the police department questioned the Sheriff about the housing of a dog in the facility. This dog came from a municipality in Itasca County that does not have a police department and does not have an agreement with the City of Grand Rapids to use the facility. A sheriff's deputy had brought this dog to the facility. At that time the Sheriff expressed his opinion that the \$25,000 per year retainer paid by Itasca County covers the use of the facility by every municipality that does not have a police department and is served by the Sheriff's Department. In other words, all townships and all cities that do not have a police department, which are then served by the Sheriff, do not have to contract with or pay the City of Grand Rapids for the use of the facility. The facility would be supported solely by the taxpayers of Grand Rapids and a \$25,000 annual retainer paid by the county. Residents of Grand Rapids pay city taxes and county taxes. City taxes are used for the operation of the facility. Residents of municipalities, without police departments, pay city taxes and county taxes. Their city taxes would not go toward the operation of the facility.

The Grand Rapids Police Department does not share the Sheriff's interpretation of the Agreement. These agreements contain the term "county animals." The police department consulted with Grand Rapids City Attorney Chad Sterle. He offered his legal opinion stating that "county animals" means animals that are picked up in locations in the county other than in incorporated cities regardless of whether or not those cities

choose to have their own police department. In other words, "county animals" means animals that are picked up in townships.

Question: If the sheriff deputies continue to bring animals to the Grand Rapids Domestic Animal Control Facility, what should be the response of the Grand Rapids Police Department?

We have included copies of agreements as well as a rough spreadsheet showing number of animals by year and the operating costs for 2015.

City of Grand Rapids Domestic Animal Control Facility Costs

	2014		2014		2015		2015		2016		2016		Total
	Dogs	Cats	Total	Dogs	Cats	Total	Dogs	Cats	Dogs	Cats	Total		
Deer River	72	42	114	57	10	67	52	18	70				
Bail Club	16	10	26	22	0	22	9	1	10				
Nashwauc	6	10	16	3	3	6	4	0	4				
Keewatin	0	0	0	0	0	0	5	0	5				
Grand Rapids	67	5	72	46	2	48	42	0	42				
Coleraine	7	7	14	8	1	9	0	0	0				
Cohasset	N												
LaPrairie													
Sheriff's Dept													
Bovey													
Taconite													
Marble													
Big Fork													
Marcell													
	168	74	242	136	16	152	112	19	131				
Cost to construct the Domestic Animal Control Facility:													
							\$ 500,000.00						
Capital cost amortized over 20 years:													
							\$ 25,000.00	per year					
							\$ 64,559.00	Year 2015					
							\$ 89,559.00						
Annual Cost:													
Year 2015:													
Government	% of Expense	% of Animals											
Grand Rapids	39%	44.08%											
Itasca County	27.91%	31.58%											
Cohasset	5.05%	3.95%											
Coleraine	2.41%	14.47%											
Bovey	2.40%	5.92%	Note: Did not renew contract for 2016										
Hill City	2.40%	0.00%	Note: Did not renew contract for 2016										
LaPrairie	1.35%	0%											
Donations	1.00%												
Boarding & Misc Income	18.00%												

Has its own animal control facility  
 The reservation has its own animal control  
 Contracts with Precious Paws out of Chisolm  
 Contracts with Precious Paws out of Chisolm  
 Has its own animal control facility  
 Contracts with Grand Rapids  
 Contracts with Grand Rapids  
 Entered into contract with Grand Rapids Jan 2015  
 Contracts with Grand Rapids  
 Ended contract with Grand Rapids Dec 31, 2015...now uses Range Rescue  
 Not tracked as animals are not accepted from this city as there is no contract  
 Not tracked as animals are not accepted from this city as there is no contract  
 Not tracked as animals are not accepted from this city as there is no contract



## CITY OF GRAND RAPIDS

### FIRE CONTRACTS BASED ON PERCENTAGE OF MARKET VALUE, ADOPTED BUDGET AND NUMBER OF CALLS

Fire Department 2017 proposed operations budget is \$530,637

	Percentage of Area Served	EMV * percent area served		Percent of Total	Contract based on 1/2 of 2017 Budget		2015 # OF		Per Call	Total Contract Amount	Half Payment
		2016 Market Value	Value		\$	\$	FIRE CALLS	\$			
City of Grand Rapids	100%	746,556,700		42.56%	112,925		186	205,621		318,548	159,274
Town of Arbo	45%	39,167,505		2.23%	5,925		6	6,633		12,557	6,279
Town of Blackberry	100%	60,665,500		3.46%	9,176		8	8,844		18,020	9,010
Town of Harris	100%	377,724,000		21.53%	57,135		23	25,426		82,561	41,281
City of LaPrairie	100%	49,646,000		2.83%	7,510		5	5,527		13,037	6,518
Town of Spilthand	90%	22,901,040		1.31%	3,464		0	-		3,464	1,732
Town of Trout Lake	22%	25,454,814		1.45%	3,850		2	2,211		6,061	3,031
Town of Wabana	100%	118,796,200		6.77%	17,969		2	2,211		20,180	10,090
Unorg. 54-26	100%	220,487,100		12.57%	33,351		4	4,422		37,773	18,887
Unorg. 58-26	67%	30,977,651		1.77%	4,686		2	2,211		6,897	3,448
Unorg. 57-26	40%	61,656,080		3.52%	9,326		2	2,211		11,537	5,769
		<u>1,754,032,590</u>		<u>100.00%</u>	<u>265,318</u>		<u>240</u>	<u>265,318</u>		<u>530,637</u>	

Budget = operations \$530,637  
(1/2 of this amount is \$265,318)

\$265,318/240 fire calls = \$1,105.49 per fire call

Total Fire Department expenditure budget of \$655,637 less St/MN Fire Premium of \$125,000 = \$530,637.

## **ANIMAL CONTROL FACILITY AGREEMENT**

**THIS AGREEMENT**, made and entered in this \_\_\_\_\_ day of December, 2015 by and between the City of Grand Rapids, Itasca County, Minnesota, hereinafter called "City" and the County of Itasca, Minnesota, hereinafter called "County."

**WHEREAS** City presently has a Community Service Officer and is operating a Domestic Animal Control Shelter Facility within the City of Grand Rapids, and

**WHEREAS** County is desirous of using said facility from time to time, in accordance with the terms of this Agreement.

**NOW THEREFORE, IN CONSIDERATION** of the mutual covenants herein contained the parties hereto for themselves and successors and assigns, do hereby agree as follows:

1. That City will allow County to use its Domestic Animal Control Facility in accordance with the rules and regulations as City may establish or revise periodically. Additionally, the City will not allow the taking of surrendered animals from the County. Surrendered animals are those animals whose owners simply do not any longer wish to care for said animal(s). Surrendered animals must be handled by the County through a means other than the Grand Rapids Domestic Animal Control Shelter Facility.
2. In consideration of the use of said animal control facility, County will pay the amount of \$25,000 per year as a yearly retainer. All County animals shall be managed, housed and cared for by the City in accordance with the City's rules and regulations and all applicable state and federal laws and regulation for a maximum of ten (10) days at no additional cost except as set forth in paragraph 3.
3. County will pay for actual costs of euthanasia and disposal of animals that are euthanized, unclaimed, not adoptable, ill, injured or other reasons provided by State Statutes.
4. The City shall retain all contractual payments, donations and other monies it receives from any source and the County shall not be entitled to credit for any such receipts. Such monies shall include any adoption fees and any boarding and impoundment fees which the City may charge an owner of any animal which has been impounded in the Shelter. The County shall not be liable for any expenses incurred by the City in its operation of the Shelter and performance of its other obligations set forth herein.
5. All animal criminal investigations will be the responsibility of the Itasca County Sheriff's Department that fall within County's jurisdiction.
6. The County will be invoiced quarterly for pro rata portion of the retainer and other charges or expenses under this agreement.
7. This Agreement shall remain in full force and effect for a period of one year

from January 1, 2016 and will terminate on December 31, 2016. Either party may cancel this Agreement at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination as well as pro rata share of the retainer addressed above. Notice to City shall be mailed or delivered to City Council, Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, MN 55744. Notice to County shall be mailed or delivered to Itasca County Administration, 123 Fourth Street, Grand Rapids, MN 55744.

8. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be requested pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

Liability of the Municipality and the County shall be governed by the provisions of the Minn. Stat. Ch. 466 and other applicable laws.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date first written.

CITY OF GRAND RAPIDS

COUNTY OF ITASCA

BY: \_\_\_\_\_  
Dale Adams, Mayor

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

BY: \_\_\_\_\_  
Kimberly Gibeau, City Clerk

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

**COMMUNITY SERVICE OFFICER/ANIMAL  
CONTROL FACILITY AGREEMENT**

THIS AGREEMENT made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Grand Rapids, Itasca County, Minnesota, hereafter called "GRAND RAPIDS" and the City of Cohasset, Itasca County, Minnesota, hereinafter called "COHASSET."

WEREAS Grand Rapids presently has a Community Service Officer and is operating a Domestic Animal Control Facility within the City of Grand Rapids, and

WHEREAS Cohasset is desirous of using said Community Service Officer and facility from time to time, in accordance with the terms of this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained the parties hereto for themselves and successors and assigns, do hereby agree as follows:

1. That Grand Rapids will allow Cohasset to use its Community Service Officer and Domestic Animal Control Facility from time to time in accordance with the rules and regulations as Grand Rapids may establish or revise periodically. Additionally, the City will not allow the taking of surrendered animals from Cohasset. Surrendered animals are those animals whose owners simply do not any longer wish to care for said animal(s). Surrendered animals must be handled by Cohasset through a means other than the Grand Rapids Domestic Animal Control Facility.
2. In consideration of the use of said Domestic Animal Control Facility, Cohasset will pay the amount of Three Hundred Sixty Five (\$365) per month as a monthly retainer. In addition to said monthly retainer, Cohasset will pay to Grand Rapids the sum of \$10 per day for keeping of an animal for a maximum of ten (10) days. All Cohasset animals shall be managed, housed and cared for by the City in accordance with the City's rules and regulations and all applicable state and federal laws and regulation for a maximum of ten (10) days at no additional cost except as set forth in paragraph 3.
3. Cohasset will be billed for the actual costs for euthanasia and disposal of animals that are euthanized, unclaimed, not adoptable, ill, injured or other reasons allowed by State Statutes.
4. In consideration of the use of said Community Service Officer, Cohasset will pay the hourly salary of the Community Service Officer according to the union contract.
5. The working hours of the Community Service Officer are Monday through Friday from 8:00 AM to 4:30 PM with holidays and weekends off, according to the union contract.
6. In consideration of the use of said Community Service Officer, Cohasset will be charged the overtime rate according to the union contract if the need arises.

7. In consideration of the use of said Community Service Officer, Cohasset will pay the IRS federal reimbursement for mileage at the time of travel to and from Grand Rapids to the responding location in Cohasset.
8. In consideration of the use of said Community Service Officer, Cohasset will be charged a minimum of one hour per call. After the first hour, Cohasset will be charged the actual time spent on the call.
9. In consideration of the use of said Community Service Officer, when off duty and called out by Cohasset, Cohasset will be charged a minimum of two hours call out time according to the union contract.
10. In consideration of the use of said Community Service Officer, officers of the Grand Rapids Police Department will not respond to domestic animal control complaints in Cohasset when the Community Service Officer is unavailable.
11. All animal criminal investigations, including violation of Cohasset City Ordinances, will be the responsibility of the Itasca County Sheriff's Department.
12. The City of Cohasset will be billed quarterly for all bills.
13. This agreement shall remain in full force and effect for a period of one year from January 1, 2016 and will terminate on December 31, 2016. Either party may cancel this Agreement at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination. Grand Rapids shall be paid for the work performed prior to the effective date of termination provided by Cohasset. Notice to Grand Rapids shall be mailed or delivered to the City Council, Grand Rapids City Hall, 420 North Pokegama Avenue, Grand Rapids, MN 55744. Notice to Cohasset shall be mailed or delivered to the City Council, Cohasset City Hall, 305 NW 1<sup>st</sup> Avenue, Cohasset, MN 55721.
14. Cohasset does hereby agree to indemnify, defend and save Grand Rapids, its agents and employees, harmless from any and all claims for personal injury, property damage, or any other claims and costs including attorney's fees, expenses of investigation, and litigation of suits and claims thereof, and including workers compensation claims which may arise from the use by Cohasset of the Grand Rapids Domestic Animal Control Facility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written.

CITY OF GRAND RAPIDS

BY: \_\_\_\_\_  
Dale Adams, Mayor

BY: \_\_\_\_\_  
Kimberly Gibeau, City Clerk

CITY OF COHASSET

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

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

## ANIMAL CONTROL FACILITY AGREEMENT

**THIS AGREEMENT**, made and entered in this 1        day of \_\_\_ December, 2015 by and between the City of Grand Rapids, Itasca County, Minnesota, hereinafter called "City" and the City of Coleraine, Minnesota, hereinafter called "Coleraine."

**WHEREAS City** presently has a Community Service Officer and is operating a domestic animal control shelter facility within the City of Grand Rapids, and

**WHEREAS Coleraine** is desirous of using said facility from time to time, in accordance with the terms of this Agreement.

**NOW THEREFORE, IN CONSIDERATION** of the mutual covenants herein contained the parties hereto for themselves and successors and assigns, do hereby agree as follows:

1. That City will allow Coleraine to use its domestic animal control facility in accordance with the rules and regulations as City may establish or revise periodically. Additionally, the City will not allow the taking of surrendered animals from Coleraine. Surrendered animals are those animals whose owners simply do not any longer wish to care for said animal(s). Surrendered animals must be handled by Coleraine through a means other than the Grand Rapids Domestic Animal Control Facility.
2. In consideration of the use of said domestic animal control facility, Coleraine will pay the amount of \$175.00 per month as a monthly retainer. All Coleraine animals shall be managed, housed and cared for by the City in accordance with the City's rules and regulations and all applicable state and federal laws and regulation for a maximum of ten (10) days at no additional cost except as set forth in paragraph 3.
3. Coleraine will be billed for the actual costs for euthanasia and disposal of animals that are euthanized, unclaimed, not adoptable, ill, injured or other reasons allowed by State Statutes.
4. The City shall retain all contractual payments, donations and other monies it receives from any source and Coleraine shall not be entitled to credit for any such receipts. Such monies shall include any adoption fees and any boarding and impoundment fees which the City may charge an owner of any animal which has been impounded in the Shelter. Coleraine shall not be liable for any expenses incurred by the City in its operation of the Shelter and performance of its other obligations set forth herein.
5. All animal criminal investigations will be the responsibility of the Coleraine Police Department that fall within Coleraine's jurisdiction.

6. Coleraine will be invoiced quarterly for a pro rata portion of the retainer and other charges or expenses under this agreement.
7. This agreement shall remain in full force and effect for a period of one year from January 1, 2016 and will terminate on December 31, 2016. Either party may cancel this Agreement at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination. City shall be paid by Coleraine for the work performed prior to the effective date of termination as well as a *pro rata* share of the retainer addressed above. Notice to City shall be mailed or delivered to City Council, Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, MN 55744. Notice to Coleraine shall be mailed or delivered to the City Council, Coleraine City Hall, 302 Roosevelt Ave P.O. Box 670 Coleraine. MN 55722.
8. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be requested to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

Liability of the Municipality and Coleraine shall be governed by the provisions of the Minn. Stat. Ch. 466 and other applicable laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written.