

ANIMAL CONTROL SERVICES
AND IMPOUNDMENT FACILITY OPERATIONS AGREEMENT
For the Year 2021

THIS AGREEMENT is made and entered into as of the 1st day of January, 2021, by and between the **CITY OF DELL RAPIDS, SOUTH DAKOTA**, hereinafter referred to as the "City" and the **SIOUX FALLS AREA HUMANE SOCIETY**, hereinafter referred to as the "Society".

WHEREAS, the Society has established and is maintaining a shelter and impoundment facility (the "Facility") where animals which have been picked up pursuant to the City ordinances are cared for or disposed of pursuant to such ordinances; and

WHEREAS, the City believes that the Society is an appropriate party for handling other related animal problems; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Section 1. Animal Control Services. The Society shall be responsible for responding to animal-related calls referred by the City. The Society and the City will be responsible for the enforcement of the animal control laws. The Society shall perform all other animal related services and obligations delegated to the Society by the City, including, but not limited to the following specific duties:

- (a) Animal Control Officers. The Society shall provide trained and commissioned animal control officers for the City. Animal control officers shall perform the following services in and for the City:
 - (i) Work with Law Enforcement with sheltering of animals which have been taken into custody by citizens and referred to the City for handling. Records of these actions shall be prepared and maintained and appropriate copies provided to the City.
 - (A) Animals which cannot be returned to the owners or keepers will be impounded by the officers at the Facility for a period of five (5) days if the animal has identification or for three (3) days if the animal does not have identification.
 - (B) Animals will be returned to their owners or keepers immediately, if possible. If the return of the animal is appropriate, and if a violation has occurred, a summons and complaint may be issued by the Animal Control Officer(s) to the owners or keepers.
 - (ii) Attempt to give emergency treatment to all injured animals reported to the Society. Animals that have, in the opinion of a veterinarian or Animal Control Officer, sustained terminal injuries, may be euthanized.
 - (iii) Respond to animal-related problems referred to the Society by the City/Sheriffs Department.
 - (iv) Respond to administrative directive of the City's office relating to animal control.

- (v) Cooperate with Law Enforcement and the City Attorney's Office in the prosecution of violations of the various animal control ordinances of the City.
- (vi) As referred to by the City to the Society, pick up and impound animals in animal bite or vicious animal cases. The suspect animal shall be held in the manner and for the period set forth in and in accordance with the Regulations of the State Health Department.
- (vii) Maintain personnel and equipment available for 24-hour emergency animal rescue service, seven days a week.

Section 2. Facility and Services.

(a) Facility.

- (i) The Society shall provide all physical plant and equipment for the operation of the Facility, which shall be located as 3720 East Benson Road, Sioux Falls, SD 57104.

(b) Operation of the Facility.

- (i) The Society staff will not be responsible for determining the validity of stray animals brought to the facility by individuals other than the City's Law Enforcement. Nor will the staff turn away any supposed stray animal brought to the facility by individuals other than Law Enforcement and the City will be charged accordingly.
- (ii) The Society shall comply with applicable laws of the State of South Dakota and ordinances of the City, and administrative directives of the City.
- (iii) The Society shall maintain the Facility in a clean and sanitary condition and shall accept dogs, cats, and other animals brought to it by the City.
- (iv) The Society shall keep and maintain a daily register of all animals impounded in and released from the Facility.
- (v) The Society will not release or otherwise dispose of any animal placed in the Facility, except to the owner or keeper, until all impoundment and applicable state laws have been satisfied. In no case will a healthy domestic animal be disposed of in less than three days unless it is released to the owner or keeper thereof.
- (vi) The Society may charge, collect and retain for its own use as part of the consideration for this contract all costs incurred from all persons who redeem impounded animals. The impound fee, if applicable, shall be returned to the City less a ten (10%) administration fee.
- (vii) The Society is authorized to collect from the owner or keeper of the animal all reasonable and necessary costs associated with providing emergency treatment to an impounded animal.

Section 3. Miscellaneous Provisions.

- (a) The Society shall, in its discretion, furnish and distribute to animal owners or keepers notices which clearly and simply state the important portions of the City Ordinances and Rules.
- (b) The Society shall handle complaints about nuisance domestic animals only. The Society shall assist in the capture, relocation, impoundment and/or euthanasia of such small animals when the Society determines it is the appropriate approach and application for urban wildlife.
- (c) The Society shall submit an annual summary report to the City listing the following information in regard to the contract year:
 - (i) the total number of calls handled by the Society Animal Control Officers within the City and;
 - (ii) the total number of animals impounded.
- (d) The Society shall be responsible for providing and maintaining appropriate vehicles, insurance and equipment to perform animal control functions as defined in this contract. All expenses associated with the purchase of these vehicles will be the responsibility of the Society, including, but not limited to, the cost of the purchase and installation of all equipment necessary to modify the vehicles for transportation of animals.
- (e) State Law SB75 prohibits breed banning.

Section 4. Obligations of the City.

- (a) Where requested by the City, the Society provides patrolling and apprehending services. The City shall pay to the Society for such services performed during the hours of 8:00 a.m. to 6:00 p.m. the sum of \$43.00 per hour plus the current IRS mileage rate. For said services performed during the hours of 6:00 p.m. and 8:00 a.m. the rate shall be \$56.00 per hour. Rates shall be based upon quarter-hour increments. The City shall pay such sums within 30 days after receipt of an invoice from the Society.
- (b) Where the Society boards an animal at the Shelter under the terms of this Agreement, the City shall pay the Society \$12.50 per day per animal held at the Society for the lesser of time of (1) the above specified impound period: or (2) until an owner or keeper reclaims the animal.
- (c)
- (d) Owners reclaiming their animal will be responsible for all costs incurred by the City.

Section 5. It is further agreed:

- (a) The Society's records with respect to all matters covered by this contract shall be made available for audit and inspection by the City at any time during normal business hours. The City shall give written notice 48 hours before an audit is begun.
- (b) The Society shall protect, indemnify, defend and hold harmless the City, the departments and agencies thereof, its officers, elected and appointed, and its employees, servants and agents from any and every action, cause of action,

claim or demand of any person, natural or corporate, who is not subscribing party to this agreement, by, because or through any matter, cause, or thing happening or in any way connected with the Facility or the Society's Animal Control Officers arising from the negligent acts or actions of said Society, its employees or agents. The Society shall not be required to protect, indemnify, defend and hold harmless the City for acts, claims or demands which may arise from the negligent acts of the City, its officers elected or appointed, and the agencies thereof, nor for acts, claims or demands based on the performance of this contract by the Society in compliance with specific instructions or specific orders given to said Society by authorized agents or elected or appointed officers or said City.

- (c) Through the duration of this Agreement the Society shall carry at its own expense a general liability insurance policy for bodily injury and property damage.
- (d) The Society, its members, and employees work for the Society and do not have the status; rights, or benefits afforded to employees of the City. By virtue of this agreement it is expressly understood and agreed that the Society shall perform all undertakings and professional services herein prescribed and contemplated as an independent contractor.
- (e) That no waiver of any breach of any provision of this contract constitutes a waiver of any other or subsequent breach thereof.
- (f) In all hiring or employment made possible by or resulting from this contract, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, national origin or marital status.

Section 6. It is hereby agreed by and between the parties that strict and timely compliance with the pertinent laws of the State of South Dakota, ordinance of the City, administrative directives of the City and the provisions of the Agreement, all as the same relate to the operation of the animal shelter and enforcement and services shall be of the essence hereof, and, that the failure of either of the parties to so conform shall be sufficient cause for the other to terminate this Agreement.

Section 7. The City has the right and option to terminate this Agreement by the City, at a formal meeting, adopting a motion electing so to terminate, and the Society has the right and option to terminate this Agreement by action of its Board of Directors. The effective date of any such termination shall be no less than 30 days from the date of delivery of the notice that such action has been taken, but the agreement ends on December 31, 2021 unless renewed or extended in written agreement of both parties.

Section 8. This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

Section 9. The Society shall respond to calls from Law Enforcement concerning strays, animal bites, vicious animals, animal abuse, and other domestic animal related complaints and problems. This agreement does not include large scale rescues, confiscations, and/or abandonment or other such situation that require the Society to impound ten (10) or more animals from any one residence and/or property. Any rescues will be a joint effort between

Law Enforcement, the Society, and the City/States Attorney. Seizure of animals will only be done if parties agree, and with written request by the City to the Society. Any and all costs associated with these types of rescues will be billed to the City, and paid to the Sioux Falls Area Humane Society. The City or its legal entities will be responsible to collect its own restitution from the owner of said animals including boarding, medical, legal, and labor costs associated.

IN WITNESS WHEREOF, the parties hereto have subscribed this Agreement by the duly authorized officers thereof on the day and year first above written.

The City of Dell Rapids, South Dakota

Sioux Falls Area Humane Society

By:

By:



Mayor

Executive Director

Attest:

City Clerk