

PAY BY CALL - HOURLY OPTION

ANIMAL CONTROL SERVICES AND IMPOUNDMENT FACILITY OPERATIONS AGREEMENT For the Year 2025

This agreement is made and entered into as of the 1st day of January, 2025, by and between the CITY OF **BALTIC**, SOUTH DAKOTA, hereinafter referred to as the “City” and the SIOUX FALLS AREA HUMANE SOCIETY, hereinafter referred to as the “SFAHS”.

WHEREAS, SFAHS has established and is maintaining a shelter and impoundment facility (the “Facility”) where animals, which have been picked up pursuant to the City ordinances, brought in by public citizens, or otherwise abandoned at the facility are cared for and handled pursuant to such ordinances and state laws; and

WHEREAS, the City believes that SFAHS is an appropriate party for handling animal related issues; and

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

SECTION 1. Animal Care and Control Services.

- (a) SFAHS shall be responsible for responding to animal-related calls referred by the City or local Law Enforcement Officers. The City will be responsible for the enforcement of the animal control laws. SFAHS may perform all other animal related services and obligations delegated to SFAHS by the City at the discretion of SFAHS, including, but not limited to the following specific duties:
 - a. Humane Officers: SFAHS provides trained and commissioned Humane Officers whom are appointed pursuant to SDCL 40-2-6 for the City. Humane officers shall perform the following services in and for the City:
 - i. Work closely with local Law Enforcement for sheltering of animals that 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.
 1. 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 Humane Officer to the owners or keepers if citations have been made available for use.
 2. 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 in the form of implanted microchip or identification tags only, or for three (3) days if the animal does not have identification.
 - ii. Attempt to give emergency treatment to all injured animals reported to SFAHS. Animals that have, in the opinion of a Licensed Veterinarian or Humane Officer, sustained terminal injuries may be euthanized pursuant to SDCL 40-1-13.
 - iii. Respond to animal related problems referred to SFAHS by the appropriate dispatch department, including, but not limited to, City or Local Law Enforcement, however if the complaint violates any section of SDCL Chapter 40 and an animals well-being is compromised, Humane Officers may respond at their discretion.
 - iv. Cooperate with Law Enforcement and the City Attorney’s Office in the prosecution of violations of the various animal control ordinances of the City, and County State’s Attorney for State Violations.

- v. Maintain personnel and equipment available for 24-hour emergency animal rescue services in the case of injured, aggressive, neglected animals, or at law enforcement request, seven days a week, pursuant to SDCL 40-1-4.
- vi. Maintain personnel and equipment available for operations regarding nuisance animal complaints, stray animals, or ordinance enforcement during business hours of 8am-5pm only.

SECTION 2. Facility and Services.

- (a) Facility:
 - a. SFAHS shall provide all physical plant and equipment for the operation of the Facility, which is located at 3720 E Benson Rd, Sioux Falls, SD 57104.
- (b) Operation of the Facility:
 - a. SFAHS staff will not be responsible for determining the validity of stray animals brought to the facility by citizens or Law Enforcement Officers. Additionally, SFAHS staff will not turn away any supposed stray animal brought to the facility by any citizen from within this listed jurisdiction and the City will be charged accordingly for animal care.
 - b. SFAHS will not release any animal placed in the Facility, except to the owner, until applicable impoundment period has been satisfied. Animals released from impoundment immediately become property of SFAHS.
 - c. SFAHS 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.
 - d. SFAHS is authorized to collect from the owner of the animal all reasonable and necessary costs associated with providing emergency treatment to an injured or diseased impounded animal.

SECTION 3. Financial Obligations of the City.

- (a) The City shall pay to SFAHS for such services performed during the hours of 8:00am to 5:00pm the sum of \$65.00 per hour plus the current IRS mileage rate. For said services performed during the hours of 5:00pm and 8:00am the rate shall be \$90.00 per hour. Rates shall be based upon quarter-hour increments. The City shall pay such sums within 30 days after receipt of invoice from SFAHS.
- (b) SFAHS boards animals at the shelter under the terms of this Agreement, the City will be responsible for boarding fees, disease prevention, and necessary medical care provided at the following rate for all cases of impoundment, including animals received directly via citizen drop off at the Facility if origin location is within this listed Jurisdiction:
 - a. Boarding: \$14.00 per day, per animal, housing and materials.
 - b. Disease Prevention: \$20.00 per animal, administered upon intake to protect population of animals housed in the Facility.
 - c. Additional Medical Care provided: treatment advisement by on staff Licensed Veterinarian or Emergency Care Provider offsite, fees determined on a case by case basis.
- (c) Any large scale investigation and seizures of animal(s) will be a joint effort between Law Enforcement, Humane Officers, and the City/States Attorney. Any and all costs associated with these types of investigations 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 animal(s) including boarding, medical, legal, and labor costs associated.
- (d) Owners reclaiming their animal will be responsible for impound set in ordinance and animal care costs associated. The City remains responsible for the hourly rate and applicable IRS mileage fees.

SECTION 4. Further Obligations and Agreements.

- (a) SFAHS shall not be mandated to perform any service that contradicts the organizations values and mission, and SFAHS appointed Humane Officers shall operate by all policies outlined within SDCL Chapter 40.
- (b) Through the duration of the Agreement SFAHS shall carry at its own expense a general liability insurance policy for bodily injury and property damage.
- (c) SFAHS, its members, and employees work for SFAHS 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 SFAHS shall perform all undertakings and professional services herein prescribed and contemplated as an independent contractor.
- (d) SFAHS records with respect to all matters covered by this contract shall, for a period of three (3) years, be made available for audit and inspected by the City at any time during normal business hours. The City shall give written notice 48 hours before an audit begins.
- (e) No waiver of any breach of any provision of this contract constitutes a waiver of any other or subsequent breach thereof.

SECTION 5. Finalization.

- (a) 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.
- (b) The City has the right to terminate this Agreement, at a formal meeting, adopting a motion electing so to terminate, and SFAHS 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.
- (c) This agreement ends on December 31st, 2025, unless renewed or extended in written agreement of both parties.
- (d) This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

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 _____, South Dakota

Sioux Falls Area Humane Society

By: _____

Executive Director

Signature: _____

Signature: _____

Michelle Hentschel