

AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN CITY OF RAPID CITY AND THE HUMANE SOCIETY OF THE BLACK HILLS.

This Agreement is made and entered into this _____ day of _____, 2003, by the City of Rapid City, a South Dakota municipal corporation, hereinafter, "CITY" and the Humane Society of the Black Hills, Inc., a South Dakota non-profit corporation, with its principal place of business in Rapid City, South Dakota, hereinafter, "SOCIETY".

WHEREAS, the City has a need to provide animal control services within the City of Rapid City; and

WHEREAS, the SOCIETY currently provides animal control services within the City of Rapid City on a contract basis; and

WHEREAS, the parties desire to continue their mutually beneficial association.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties hereby agree as follows:

1. This agreement shall be effective beginning April 1, 2004 and shall terminate December 31, 2005, unless terminated earlier as provided herein.
2. SOCIETY is at all times an independent contractor and no relationship of agency is intended to be created by this agreement. SOCIETY shall be solely responsible for employing the personnel necessary to provide the services required by this agreement. SOCIETY shall furnish a list of all employees including title and job description upon request of CITY. SOCIETY shall provide its own insurance.
3. SOCIETY shall provide the CITY the following services:
 - A. Furnish and maintain equipment necessary for the operation of the animal control functions in compliance with state laws and CITY ordinances.
 - B. Provide competent and qualified agents of the SOCIETY to perform the duties of an animal control (humane) officer(s) for the CITY.
 - C. Provide appropriate vehicles equipped with the equipment necessary for the performance of its duties pursuant to this Agreement including, but not limited to devices necessary to capture, hold, and transport animals in a safe, humane manner.
 - D. Provide uniforms for SOCIETY's employees that clearly identify the employees as Humane Officers.
4. ANIMAL CONTROL OFFICERS. The CITY shall authorize competent and qualified personnel of the SOCIETY to serve as Humane Officers to enforce CITY animal control ordinances and state statutes relating to cruelty and abuse. It is specifically understood that the Humane Officers shall not be entitled to enforce

any CITY ordinances other than those provided for and authorized by this Agreement.

5. SCHEDULE OF ENFORCEMENT. SOCIETY shall schedule and maintain personnel to perform the duties of animal control officers within the City of Rapid City.
 - A. SOCIETY shall maintain regularly scheduled animal control hours, not less than forty (40) hours per week, excluding holidays. Said hours shall be posted. Any change shall be provided to Rapid City Police Department.
 - B. SOCIETY shall provide emergency services after regular hours on an on-call basis. The following shall constitute an emergency:
 - (i) Vicious domestic animal or domesticated animal that poses a threat to human life.
 - (ii) An animal whose owner law enforcement officials or other government officials have detained and whose welfare depends on being placed into protective custody by animal control.
 - (iii) An animal whose life is endangered unless immediate care/assistance is provided and the Rapid City Police Department is unable to handle the situation.
 - (iv) Any time confirmation is made by medical authority or a law enforcement officer that an animal has bitten a human.
 - C. SOCIETY shall prepare and submit monthly reports to CITY indicating each emergency call and the location of each emergency call made during the preceding month.
 - D. SOCIETY shall post holidays during the year on which calls relating to animal control shall be handled on an emergency basis only.
6. OPERATIONS. In managing the operations of other animal control functions, the SOCIETY shall:
 - A. Comply with the applicable laws of the State of South Dakota, CITY ordinances, and such reasonable administrative directives as may, from time to time, be issued by the CITY liaison officer(s).
 - B. Establish, keep, and maintain a daily register of all animals impounded by the Humane Officers that shall include the disposition of all animals impounded or released from the animal shelter, on forms provided by SOCIETY.
 - C. Not release or otherwise dispose of any animal impounded with SOCIETY under the terms of their Agreement unless and until all impoundment periods prescribed by the CITY ordinances have been satisfied unless such animal is determined to have been abandoned or, in the case of cats, deemed feral.
 - D. Maintain its own system of dispatch.
 - E. Submit reports on a monthly basis and an annual summary to the CITY listing the following information in regard to the previous month:

- (i) Total number and location of calls dispatched;
 - (ii) Total number of animals taken into custody including description of animal;
 - (iii) Total number of animals taken into custody by animal control officers;
 - (iv) Number of responses to emergency animal service;
 - (v) Any other information requested by CITY.
- 7. ADDITIONAL DUTIES. In addition to its general obligations and duties, SOCIETY SHALL:
 - A. Furnish, as available, humane traps to all residents who desire them, with the understanding that availability is restricted on weekends, holidays and during periods of inclement weather. During periods of high demand, the following shall be the priority:
 - (i) Stray animals that have bitten a human;
 - (ii) Skunks, raccoons, or other wildlife of similar size that pose a health hazard to human life.
 - (iii) All other calls on a first-come first-served basis for a period of no more than three (3) days per trap per person, unless otherwise determined by the Humane officer.
 - B. Dispose of all dead dogs, cats, and other domestic animals similar in size upon request. The CITY will allow the SOCIETY to dispose of animals at the Rapid City Sanitary Landfill at no cost to SOCIETY.
 - C. Provide additional emergency animal control assistance to law enforcement when requested.
 - D. Maintain and provide space for law enforcement to deliver non-injured animals taken into custody by law enforcement. SOCIETY shall provide ongoing and continuous access to law enforcement to such space.
- 8. The SOCIETY shall maintain the following minimum limits of insurance coverage:
 - A. Worker's Compensation coverage required by law, including Employer's liability insurance of not less than:

Bodily Injury by Accident	\$100,000.00	Each Accident
Bodily Injury by Disease	\$100,000.00	Each Employee
Bodily Injury by Disease	\$500,000.00	Policy Limit
 - B. Commercial General Liability Insurance with a Combined Single Limit of Liability of not less than:

General Aggregate	\$2,000,000.00
Products and Completed Operations Aggregate	\$1,000,000.00
Personal Injury Each Person	\$1,000,000.00
Advertising Injury Each Person Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

- C. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) each person and Three Million Dollars (\$3,000,000.00) aggregate.
- D. Commercial automobile insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00) each person and One Million Dollars (\$1,000,000.00) each occurrence.
- E. Commercial umbrella insurance providing excess liability over primary coverage of employer's liability commercial general liability, professional liability, and commercial automobile liability limits of not less than One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) aggregate.
- F. Additional insurance regulations. Each insurance policy shall include the following conditions by endorsement to the policy:
 - (i) Each policy shall require forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to CITY by certified mail to: City Finance Officer, 300 Sixth Street, Rapid City, South Dakota, 57701, or to such address as the CITY may designate in writing. The SOCIETY shall also notify CITY in a like manner within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of the SOCIETY.
 - (ii) Companies issuing the insurance policy, or policies, shall have no recourse against the CITY for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of the SOCIETY.
 - (iii) The Term "CITY" shall include all elected officials, boards, commissions, divisions, departments, and offices of the CITY and individual members and employees thereof in their official capacities, and while acting on behalf of the CITY.
 - (iv) The CITY shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance.
 - (v) The policy clause "Other Insurance" shall not apply to any insurance policy coverage currently held by the CITY, to any future coverage, or to CITY's self-insured retentions of whatever nature. The SOCIETY waives subrogation rights for loss or damage against the CITY.

9. CITY shall pay SOCIETY Eight Thousand Three Hundred Sixty One dollars (\$8,361.00) on or before the first day of each month for the period from April 1, 2004 through December 31, 2005.
10. The only expenditures contemplated by the parties to be made by the City are those described in paragraph 9 herein.
11. SOCIETY shall not be entitled to any fine amounts imposed by a Court of law as a result of any violation of any provision of CITY ordinance. This section shall not prevent SOCIETY from seeking restitution for actual costs incurred.
12. No assignment of this agreement is valid unless CITY first grants its approval in writing.
13. No waiver of any obligation arising under this agreement shall be held to be a waiver of any right arising out of a subsequent breach.
14. If any party materially breaches any part of this agreement, the non-breaching party shall provide to the breaching party written notice of such breach. Thereafter, the breaching party shall have a reasonable opportunity to correct the breach. If the breach is not corrected within thirty (30) days or such longer period as may be mutually agreed upon, the non-breaching party may terminate this agreement upon written notice to the breaching party.
15. The parties agree that time is of the essence with regard to the enforcement of the City's animal control ordinances and state law provisions governing the same.
16. Representatives for the CITY and SOCIETY shall jointly participate and be present in a press conference showing cooperation and goodwill between the parties to this negotiation and describing possible changes in operations and hours based on current budget constraints and the ongoing refinement of the mission of the SOCIETY
17. This Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of South Dakota. Any dispute arising out of this agreement shall be litigated only in the Seventh Judicial Circuit Court for Pennington County, located in Rapid City, Pennington County, South Dakota.

18. This document contains the entire agreement of the parties. No other promises or consideration form any part of the parties' agreement. All prior proposals, negotiations or discussion are merged herein or intentionally omitted.

DATED this _____ day of _____, 2003.

CITY OF RAPID CITY

HUMANE SOCIETY OF
THE BLACK HILLS, INC.

Mayor

President

ATTEST:

Finance Officer

(SEAL)

State of South Dakota)
) ss.
County of Pennington)

On this the ____ day of _____, 2003, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota)
) ss.
County of Pennington)

On this the ____ day of _____, 2003, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the President of the Humane Society of the Black Hills, Inc., a South Dakota non-profit Corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as its President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota

My Commission Expires:

(SEAL)