



City Council

Agenda Item

Subject: This Agreement is entered by and between the City of Watertown, a South Dakota municipal corporation, acting by and through its Watertown Police Department, Watertown, South Dakota 57201 (the "City"), and the Glacial Lakes Humane Society ("GLHS"), a South Dakota non-profit corporation.

Meeting: City Council - Dec 18 2023

From: Tim Toomey, Chief of Police

BACKGROUND INFORMATION:

A. Services. GLHS agrees to provide the following services:

1. Act as the City's "pet shelter" (as required by City Ordinance 3.0302) by furnishing and maintaining shelter facilities for the handling of domesticated animals received from the City, whether stray or impounded by the City Animal Control Officer and/or by City Law Enforcement Personnel.
2. Provide the City quarantine kennel space for up to 7 cats and 6 dogs.
3. Provide the City's Animal Control Officer, or other City Law Enforcement Personnel, with 24-hour access to the quarantine kennel space.

LENGTH OF AGREEMENT

-This Agreement shall be for a period of twelve (12) months, commencing on January 1, 2024 and shall be in effect through December 31, 2024. The feasibility of the terms of the agreement and the success of the cooperation between GLHS staff and the Animal Control Officer, including City Law Enforcement Officers, in carrying out the terms of this Agreement will be evaluated at 6 months. The agreement shall automatically renew each year unless terminated earlier by either party pursuant to this Agreement.

COMPENSATION

-Annual Payment. In consideration of the promise of services rendered by GLHS, the City agrees to pay GLHS on or before April 1 of each year Fifty Thousand Dollars (\$50,000). GLHS shall annually submit a funding request during the City's budgeting process indicating their financial position and funding needs.

-Retention of City Fees. Pursuant to City Ordinance 3.0304, redemption of impounded cats or dogs requires payment of a fee to the City. As part of its compensation for services provided under this Agreement, GLHS shall be entitled to retain all such fees collected on the City's behalf. GLHS will

notify the City when an owner redeems their dog or cat so that the City is able to consider issuing the owner a "Running-at-Large" citation or a citation for any other applicable ordinance violation.

-Liaison Officer. The GLHS Board or a designee shall act as GLHS' liaison with the City. The Chief of Police of the City of Watertown or a designee shall act as liaison for the City with GLHS and shall be responsible for the administration and enforcement of this Agreement by the City. All reports, recommendations, and other correspondence shall be directed to the person whose duty it is to see to it that the terms of the Agreement are complied with and fulfilled.

-Confidentiality. GLHS agrees to the extent allowed by law to keep all information it receives concerning the names, addresses and telephone numbers of complainants, witnesses, and license holders confidential from the public. GLHS shall, to the greatest extent possible, protect an individual's right to privacy and shall neither circulate nor permit to be circulated this information for any purpose(s) unrelated to the scope of the Agreement. GLHS shall have the right, however, to release that information which may be necessary for the location of the animal's owner or for the acquisition of the consent for veterinary and related medical treatment.

-Mutual Cooperation. The Parties agree to provide all reasonable cooperation and assistance to each other, and their respective officers, agents and employees in order to facilitate and accomplish the mutual objectives of this Agreement. The Parties agree to comply with all of each other's reasonable and necessary official written procedures. The Animal Control Officer, or Law Enforcement Personnel, upon bringing animals into the Shelter will put animals safely and securely into the City's allotted kennels and will supply the animals with water and food if Shelter staff are not on-site. The Animal Control Officer, or Law Enforcement Officer, will write the minimum necessary information regarding the impounded animal on a kennel tag. The Parties acknowledge that these procedures may, from time to time, be amended. The parties shall provide the proper training to their employees performing these duties.

FINANCIAL IMPACT:

In consideration of the promise of services rendered by GLHS, the City agrees to pay GLHS on or before April 1 of each year Fifty Thousand Dollars (\$50,000). GLHS shall annually submit a funding request during the City's budgeting process indicating their financial position and funding needs.

SUGGESTED MOTION:

I move to approve and authorize the City Manager to execute the agreement between the City of Watertown, and the Glacial Lakes Humane Society

STAFF REFERENCE(S):

Tim Toomey

ATTACHMENT(S):

[GLHS Agreement.Redline](#)

[City-GLHS Agreement 2023](#)

SERVICE AGREEMENT

CITY OF WATERTOWN — GLACIAL LAKES HUMANE SOCIETY

This Agreement is entered into this _____ day of ~~March 2020~~ December, 2023, by and between the City of Watertown, a South Dakota municipal corporation, acting by and through its Watertown Police Department, Watertown, South Dakota 57201 (the "~~City~~"), and the Glacial Lakes Humane Society ("~~GLHS~~"), a South Dakota non-profit corporation.

In consideration of the mutual covenants and promises of the parties hereto, the City and GLHS covenant and agree as follows:

~~Section 1~~

SECTION I GLHS SERVICES

A. ~~A.~~ Services. GLHS agrees to provide the following services:

1. Act as the ~~City's "City's "pet shelter"~~ (as required by City Ordinance 3.0302) by furnishing and maintaining shelter facilities for the handling of ~~dogs and cats~~ domesticated animals received from the City, whether stray, ~~or~~ impounded ~~or otherwise turned over to GLHS~~ by the City Animal Control Officer and/or by City Law Enforcement Personnel.
2. Provide ~~sufficient~~ the City quarantine kennel space for up to ~~meet animal control needs~~ 7 cats and 6 dogs.
3. Provide the ~~City's~~ City's Animal Control Officer, or other City Law Enforcement Personnel, with 24-hour access to ~~shelter facilities~~ the quarantine kennel space.
4. Provide proper food, water, housing, and humane ~~care~~ treatment for all animals under its ~~control~~ care pursuant to this Agreement. Provide the Animal Control Officer, or other Law Enforcement Personnel, access to food, water and dishes for animals brought into the shelter during non-business hours of GLHS.
5. Provide sufficient, competent, and trained personnel to perform the obligations set forth in this agreement during regular business hours.
6. ~~6.~~ Answer phone calls from the public concerning impounded animals and give ~~instruction~~ instructions for the ~~animal's~~ animal's release.
7. Be available for consultation concerning animal health or endangerment issues.
8. Provide ~~monthly~~ annual financial reports to the City regarding ~~shelter activities~~ animals received from Animal Control, including the amount of impound fees collected.

9. Provide ~~monthly~~ reports ~~of to the City upon request on the~~ specific disposition of impounded animals.

10. Comply with all applicable federal, state, and local laws, rules and regulations pertaining to animal shelters and animals.

~~B.~~ ~~—B.—~~ Shelter Procedures. The Parties acknowledge that the Board of Directors of GLHS agrees have approved the Organization's Mission and Vision. All policies and procedures established by GLHS align with the Organization's Mission and Vision and is reflected in the agreements made between GLHS and third party organizations and persons.

GLHS and the City agree to adhere to the following procedures:

1. Impounded Dogs and Cats. The City's allotted kennel occupancy at GLHS must be managed by the City Animal Control Officer to allow for evening and night deliveries by Law Enforcement Officers. If the owner of an impounded dog or cat is known or can be reasonably reasonable ascertained by a rabies tag or by other means, GLHS shall notify the owner that the animal is being held at GLHS for a minimum of three (3) full shelter business days following impoundment. If the owner cannot be reasonably identified, the animals shall be held a minimum of three (3) full business days following impoundment. After the expiration of this period, or a lengthier period if GLHS so determines, the disposition of these animals shall be at the discretion of GLHS. In accordance with Section 3.0308 of the Revised Ordinance of the City of Watertown, GLHS may consult with the City's Animal Control Officer to assist, as necessary, in the determination of the proper disposition of impounded animals. the Animal Control Officer will consult with GLHS staff to determine the disposition of the unclaimed animals occupying City-designated quarantine spaces. When kennel spaces allotted to the City are full, the Animal Control Officer is responsible for the removal of selected animals and transportation to the veterinary clinic where humane euthanasia will be performed by a licensed veterinarian. The costs of the euthanasia of those animals will be paid by the City. GLHS staff may choose to retain an animal from City custody if shelter space is available and the animal is deemed adoptable.

Injured
2. Mass Trapping. Mass trapping of animals by Animal Control is discouraged. GLHS is unable to accept the intake of multiple animals in a short period of time due to space limitations and regard for animal health. Trapping of multiple animals will be negotiated between the Animal Control Officer and Shelter Director in advance.

2.3. Injured and/or Diseased Dogs Dog and Cats. Injured and/or diseased animals do not have a specific holding period. If the animal's animal's owner cannot be immediately ascertained, GLHS, in conjunction with the Animal Control Officer, shall determine the proper course of action for the animal, which may include humane euthanization. The following factors shall be considered in determining the proper course of action for the injured and/or diseased animals: does a condition exist exist which seriously endangers the life of the animal or other shelter animals, does the animal appear to be in pain, and does the condition of the animal require veterinary and related care.

3.4. Other Domesticated Animals. Other domesticated animals do not have a specific holding period. GLHS shall have the discretion to euthanize or dispose of such animal animals in any manner they deem appropriate except as provided by applicable federal, state and local laws and regulations. GLHS will not shelter wild animals.

~~4.5. Animal Redemption.~~ An impounded animal shall be released to its owner only upon satisfactory proof of ownership and payment of all applicable fees ~~to GLHS.~~ Proof of ownership includes, but is not limited to, any government-issued license, tag, evidence of rabies vaccination, or other legal documentation. ~~GLHS will advise the owner that~~ the release of unvaccinated or unlicensed dogs and cats is contingent upon the owner providing proof of vaccination and license within 48 hours of release pursuant ~~to~~ Section 3.0305 of the Revised Ordinances of the City of Watertown ~~to the Animal Control Officer.~~

~~5.6. Animal Quarantine.~~ Both short and long term holds for ~~city~~ quarantine, or as directed by a court of competent jurisdiction, will be placed with GLHS. ~~For the City animal bite-quarantine 10-day holds (per city ordinance,) GLHS will charge the animal's owner a \$10.00 per animal-per day fee for daily care plus any necessary medical/veterinary charges. Due to safety risks for staff and the un-adoptability of animals who have bitten humans or other animals, GLHS will not keep any animal following the 10-day quarantine hold. In the case that the owner refuses to pick up their animal and/or refuses to pay GLHS for incurred holding fees, the Animal Control Officer is responsible for removing the animal from the shelter and determining the disposition of the animal.~~

~~6.7. Veterinary and Related Medical Care.~~ GLHS agrees to provide ~~low maintenance level~~ veterinary and related medical care to those sick or injured animals brought to the shelter facilities and to those which become sick during impoundment. If an animal is reclaimed by its owner, such owner shall be responsible for all veterinary and related medical costs.

~~7.8. Animal Destruction and Disposal.~~ The euthanization and disposal of animals shall be accomplished in a manner approved by the American Veterinary Medical Association Guidelines, which will not subject the animal to any unnecessary pain and/or suffering.

~~e. Shelter Hours of Operation.~~ GLHS agrees to keep the shelter facilities open to the public ~~during the following regular working at regularly scheduled hours (except, as made public on City holidays):~~

~~Monday-Friday: 12:00 p.m. — 6:00 p.m.
Saturday: 12:00 p.m. — 5:00 p.m.
Sunday: Closed~~

~~City holidays, for purposes of this Agreement, include New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Thursday, Thanksgiving Friday, Christmas Eve, the GLHS website and Christmas Day.~~

~~B-C. social media pages.~~ GLHS reserves the right to change shelter hours as deemed necessary due to staffing and customer response, and to close the shelter due to weather, special circumstances and major ~~GLHS related events.~~ GLHS shall provide public notification of closure as appropriate. ~~GLHS agrees to make available to the City at all times on all days of the year a specific area in the shelter for the purpose of immediately depositing animals brought in by the City Animal Control Officer or City Law Enforcement Officers. Bowls and water will be available to furnish within the animal being deposited shelter.~~

~~D. Shelter facilities.~~ GLHS agrees to maintain its facilities in a neat, clean and sanitary condition ~~and in compliance with the standards set by the nationally recognized humane organizations and with all~~

~~applicable laws, rules and regulations. City shall have the right (through properly authorized representatives) to enter upon and inspect the facilities at any time during regular working hours without prior notice.~~

E. Disposition Records. GLHS agrees to keep accurate and complete records of all animals received by it pursuant to this Agreement showing date, place, reason and manner in which the animals were delivered to the shelter together with a disposition of ~~the~~ animals (including animals returned to owners). A summary of the above information shall be provided to the City ~~on a monthly basis upon request.~~

E.F. Mutual Indemnification. The Parties shall defend, indemnify, and hold harmless each other, and each of their respective officers, directors, employees, ~~representatives, agents, successors and assigns from and against all claims of third~~ parties, and all associated losses, to the extent arising out of (a) a ~~Party's~~ Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

~~Section 2~~ Length of Agreement

SECTION II LENGTH OF AGREEMENT

Term. This Agreement shall be for a period of twelve (12) months, commencing on January 1, ~~2020~~2024 and shall be in effect through December 31, ~~2020.~~2024. ~~The feasibility of the terms of the agreement and the success of the cooperation between GLHS staff and the Animal Control Officer, including City Law Enforcement Officers, in carrying out the terms of this Agreement will be evaluated at 6 months. The agreement~~ shall automatically renew each year unless terminated earlier by either party pursuant to this Agreement.

~~Section 3~~ Compensation

SECTION III COMPENSATION

A. Annual Payment. In consideration of the promise of services rendered by GLHS, the City agrees to pay GLHS on or before April 1 of each year ~~Thirty Two~~Fifty Thousand Dollars (\$~~3250,000.00~~). ~~The actual amount paid to GLHS from year to year may vary at the discretion of the City Council.~~ GLHS shall annually submit a funding request during the ~~City's~~City's budgeting process indicating their financial position and funding needs.

- B. Retention of City Fees. Pursuant to City Ordinance 3.0304, redemption of impounded cats or dogs requires payment of a fee to the City. As part of its compensation for services provided under this Agreement, GLHS shall be entitled to retain all such fees collected on the ~~City's~~City's behalf. ~~In return,~~ GLHS ~~is expected to will~~ notify the City when an owner redeems their dog or cat so that the City is able to consider issuing the owner a ~~"~~"Running-at-Large"~~"~~ citation or a citation for any other applicable ordinance violation.

Section 4

Additional Obligations

SECTION IV ADDITIONAL OBLIGATIONS

- A. Liaison Officer. The GLHS Board ~~President~~ or a designee shall act as ~~GLHS'~~GLHS' liaison with the City. The Chief of Police of the City of Watertown or a designee shall act as liaison for the City with GLHS and shall be responsible for the administration and enforcement of this Agreement. ~~by the City.~~ All reports, recommendations, and other correspondence shall be directed to the person whose duty it is to see to it that the terms of ~~this~~the Agreement are complied with and fulfilled.
- B. Confidentiality. GLHS agrees to the extent allowed by law to keep all information it receives concerning the names, addresses and telephone numbers of complainants, witnesses, and license holders confidential from the public. GLHS shall, to the greatest extent possible, protect an ~~individual's~~individual's right to privacy and shall neither circulate nor permit to be circulated this information for any purpose(s) unrelated to the scope of ~~this~~the Agreement. GLHS shall have the right, however, to release that information which may be necessary for the location of the ~~animal's~~animal's owner or for the acquisition of the consent for veterinary and related medical treatment.
- C. Mutual Cooperation. The Parties agree to provide all reasonable cooperation and assistance to each other, and their respective officers, agents and employees in order to facilitate and accomplish the mutual objectives of this Agreement. The Parties ~~agrees~~agree to comply with all of each ~~other's~~other's reasonable and necessary official written procedures. The Animal Control Officer, or Law Enforcement Personnel, upon bringing animals into the Shelter will put animals safely and securely into the City's allotted kennels and will supply the animals with water and food if Shelter staff are not on-site. The Animal Control Officer, or Law Enforcement Officer, will write the minimum necessary information regarding the impounded animal on a kennel tag. The Parties acknowledge that these procedures may, from time to time, be amended. The parties shall provide the proper training to their employees performing these duties.
- D. Conflict of Interest. No officer or employee of the City having the power, authority, or duty to perform an official act or action related to this Agreement shall have or shall acquire any interest in the Agreement or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

Section 5

SECTION V

DEFAULT, TERMINATION, AND REMEDIES

A. Default, Termination, and Remedies.

~~A.~~ Default.

1. *Procedure for Default.* ~~in the event that~~If either party fails to perform its obligations under this Agreement, the aggrieved party shall provide ~~(in order to declare default)~~ a written notice to the other party specifying the default. Notice shall be given in the manner provided in Section 6, Paragraph D. The party in default shall have fifteen (15) days from the date of receipt of the notice to remedy the default. If the default has not been cured within this period, the aggrieved party shall have the right to terminate this Agreement by providing a written Notice of Termination to the other party. Termination of ~~this~~the Agreement shall be accomplished by and effective upon the receipt of a Notice of Termination by the party in default. This Notice shall be provided in the manner specified in Section 6, Paragraph D.
2. *Waiver ~~or~~ Extension.* The aggrieved party, ~~however,~~ shall have the right to either waive the default or to extend the time within which to cure the default. The waiver or extension must be in writing and signed by an authorized representative of the aggrieved party in order to be binding upon the aggrieved party. A waiver or extension for one default shall not act as a waiver or extension for subsequent defaults.

B. ~~B.~~ Termination.

1. *General.* This Agreement may be terminated due to the default of one of the parties or may be terminated by mutual consent of the parties. Consent must be in writing and signed by an authorized representative of each party to be valid. This Agreement may also be terminated without cause by either party upon sixty (60) days written notice to the other party. Notice shall be provided in the manner specified in Section 6, Paragraph D.
2. *Termination-Default-Remedies.* In the event of termination due to the default of one of the parties, the aggrieved party shall also have the right, in addition to the right of termination, to assert and maintain any and all claims and/or actions for damages or other appropriate remedies. The aggrieved party shall also have the election not to terminate this Agreement and to maintain an action for damages or other appropriate remedies for default. Either party may, at any time, maintain an action either to construe or enforce this Agreement.

Section ~~6~~VI

MISCELLANEOUS PROVISIONS

- A. Entire Agreement/Modification. This Agreement constitutes the entire agreement of the parties ~~or~~of the subject matter dealt with herein. All prior contemporaneous negotiations and understandings between the parties are embodied in this Agreement, and it supersedes all prior agreements and understandings between the parties hereto relating to the subject hereof. No alteration or other modification of this Agreement shall be effective unless such modification shall be in _____ writing and signed by the parties.
- B. Severability. In the event any portion of this Agreement should become invalid, the remainder of the Agreement shall remain in full force and effect.

- C. ~~e~~-Binding Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. This Agreement shall inure to the benefit of and be binding upon the successors in the interest of the respective parties. This Agreement may be assigned only with the express written consent of the non-assigning party. Both parties have obtained the necessary approvals for execution of this Agreement and to be bound by its terms and conditions.
- D. ~~D~~-Notice. Any notice required under the terms of this Agreement shall be deemed delivered and received when delivered in person or when received as certified mail, or return receipt requested to the parties at the addresses listed at the beginning of this Agreement.

IN WITNESS WHEREOF, City and GLHS acknowledge that they have duly read, understand, and do freely and voluntarily execute this Agreement consisting of six (6) pages on the day and year first written above.

CITY OF WATERTOWN

GLACIAL LAKES HUMANE SOCIETY

AMANDA MACK

City Manager

AMANDA TESCH

Board President

ATTEST

Kristen Bobzien
Chief Finance Officer

SERVICE AGREEMENT

CITY OF WATERTOWN – GLACIAL LAKES HUMANE SOCIETY

This Agreement is entered into this _____ day of December, 2023, by and between the City of Watertown, a South Dakota municipal corporation, acting by and through its Watertown Police Department, Watertown, South Dakota 57201 (the “City”), and the Glacial Lakes Humane Society (“GLHS”), a South Dakota non-profit corporation.

In consideration of the mutual covenants and promises of the parties hereto, the City and GLHS covenant and agree as follows:

SECTION I GLHS SERVICES

A. Services. GLHS agrees to provide the following services:

1. Act as the City’s “pet shelter” (as required by City Ordinance 3.0302) by furnishing and maintaining shelter facilities for the handling of domesticated animals received from the City, whether stray or impounded by the City Animal Control Officer and/or by City Law Enforcement Personnel.
2. Provide the City quarantine kennel space for up to 7 cats and 6 dogs.
3. Provide the City’s Animal Control Officer, or other City Law Enforcement Personnel, with 24-hour access to the quarantine kennel space.
4. Provide proper food, water, housing, and humane treatment for all animals under its care pursuant to this Agreement. Provide the Animal Control Officer, or other Law Enforcement Personnel, access to food, water and dishes for animals brought into the shelter during non-business hours of GLHS.
5. Provide sufficient, competent, and trained personnel to perform the obligations set forth in this agreement during regular business hours.
6. Answer phone calls from the public concerning impounded animals and give instructions for the animal’s release.
7. Be available for consultation concerning animal health or endangerment issues.
8. Provide annual financial reports to the City regarding animals received from Animal Control, including the amount of impound fees collected.
9. Provide reports to the City upon request on the specific disposition of impounded animals.
10. Comply with all applicable federal, state, and local laws, rules and regulations pertaining to animal shelters and animals.

- B. Shelter Procedures. The Parties acknowledge that the Board of Directors of GLHS have approved the Organization's Mission and Vision. All policies and procedures established by GLHS align with the Organization's Mission and Vision and is reflected in the agreements made between GLHS and third party organizations and persons.

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2. *Mass Trapping.* Mass trapping of animals by Animal Control is discouraged. GLHS is unable to accept the intake of multiple animals in a short period of time due to space limitations and regard for animal health. Trapping of multiple animals will be negotiated between the Animal Control Officer and Shelter Director in advance.
3. *Injured and/or Diseased Dog and Cats.* Injured and/or diseased animals do not have a specific holding period. If the animal's owner cannot be immediately ascertained, GLHS shall determine the proper course of action for the animal, which may include humane euthanization. The following factors shall be considered in determining the proper course of action for the injured and/or diseased animals: does a condition exist which seriously endangers the life of the animal or other shelter animals, does the animal appear to be in pain, and does the condition of the animal require veterinary and related care.
4. *Other Domesticated Animals.* Other domesticated animals do not have a specific holding period. GLHS shall have the discretion to euthanize or dispose of such animals in any manner they deem appropriate except as provided by applicable federal, state and local laws and regulations. GLHS will not shelter wild animals.
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holds (per city ordinance,) GLHS will charge the animal's owner a \$10.00 per animal-per day fee for daily care plus any necessary medical/veterinary charges. Due to safety risks for staff and the un-adoptability of animals who have bitten humans or other animals, GLHS will not keep any animal following the 10-day quarantine hold. In the case that the owner refuses to pick up their animal and/or refuses to pay GLHS for incurred holding fees, the Animal Control Officer is responsible for removing the animal from the shelter and determining the disposition of the animal.

7. Veterinary and Related Medical Care. GLHS agrees to provide veterinary and related medical care to those sick or injured animals brought to the shelter facilities and to those which become sick during impoundment. If an animal is reclaimed by its owner, such owner shall be responsible for all veterinary and related medical costs.
 8. Animal Destruction and Disposal. The euthanization and disposal of animals shall be accomplished in a manner approved by the American Veterinary Medical Association Guidelines, which will not subject the animal to any unnecessary pain and/or suffering.
- C. Hours of Operation. GLHS agrees to keep the shelter facilities open to the public at regularly scheduled hours, as made public on the GLHS website and social media pages. GLHS reserves the right to change shelter hours as deemed necessary due to staffing and customer response, and to close the shelter due to weather, special circumstances and major GLHS related events. GLHS shall provide public notification of closure as appropriate. GLHS agrees to make available to the City at all times on all days of the year a specific area within the shelter.
- D. Shelter facilities. GLHS agrees to maintain its facilities in a neat, clean and sanitary condition.
- E. Disposition Records. GLHS agrees to keep accurate and complete records of all animals received by it pursuant to this Agreement showing date, place, reason and manner in which the animals were delivered to the shelter together with a disposition of animals (including animals returned to owners). A summary of the above information shall be provided to the City upon request.
- F. Mutual Indemnification. The Parties shall defend, indemnify, and hold harmless each other, and each of their respective officers, directors, employees, parties, and all associated losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

SECTION II LENGTH OF AGREEMENT

Term. This Agreement shall be for a period of twelve (12) months, commencing on January 1, 2024 and shall be in effect through December 31, 2024. The feasibility of the terms of the agreement and the success of the cooperation between GLHS staff and the Animal Control Officer, including City Law Enforcement Officers, in carrying out the terms of this Agreement will be evaluated at 6 months. The agreement shall automatically renew each year unless terminated earlier by either party pursuant to this Agreement.

SECTION III COMPENSATION

- A. Annual Payment. In consideration of the promise of services rendered by GLHS, the City agrees to pay GLHS on or before April 1 of each year Fifty Thousand Dollars (\$50,000). GLHS shall annually submit a funding request during the City's budgeting process indicating their financial position and funding needs.
- B. Retention of City Fees. Pursuant to City Ordinance 3.0304, redemption of impounded cats or dogs requires payment of a fee to the City. As part of its compensation for services provided under this Agreement, GLHS shall be entitled to retain all such fees collected on the City's behalf. GLHS will notify the City when an owner redeems their dog or cat so that the City is able to consider issuing the owner a "Running-at-Large" citation or a citation for any other applicable ordinance violation.

SECTION IV ADDITIONAL OBLIGATIONS

- A. Liaison Officer. The GLHS Board or a designee shall act as GLHS' liaison with the City. The Chief of Police of the City of Watertown or a designee shall act as liaison for the City with GLHS and shall be responsible for the administration and enforcement of this Agreement by the City. All reports, recommendations, and other correspondence shall be directed to the person whose duty it is to see to it that the terms of the Agreement are complied with and fulfilled.
- B. Confidentiality. GLHS agrees to the extent allowed by law to keep all information it receives concerning the names, addresses and telephone numbers of complainants, witnesses, and license holders confidential from the public. GLHS shall, to the greatest extent possible, protect an individual's right to privacy and shall neither circulate nor permit to be circulated this information for any purpose(s) unrelated to the scope of the Agreement. GLHS shall have the right, however, to release that information which may be necessary for the location of the animal's owner or for the acquisition of the consent for veterinary and related medical treatment.
- C. Mutual Cooperation. The Parties agree to provide all reasonable cooperation and assistance to each other, and their respective officers, agents and employees in order to facilitate and accomplish the mutual objectives of this Agreement. The Parties agree to comply with all of each other's reasonable and necessary official written procedures. The Animal Control Officer, or Law Enforcement Personnel, upon bringing animals into the Shelter will put animals safely and securely into the City's allotted kennels and will supply the animals with water and food if Shelter staff are not on-site. The Animal Control Officer, or Law Enforcement Officer, will write the minimum necessary information regarding the impounded animal on a kennel tag. The Parties acknowledge that these procedures may, from time to time, be amended. The parties shall provide the proper training to their employees performing these duties.
- D. Conflict of Interest. No officer or employee of the City having the power, authority, or duty to perform an official act or action related to this Agreement shall have or shall acquire any interest in the Agreement or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

SECTION V
DEFAULT, TERMINATION, AND REMEDIES

A. Default.

1. *Procedure for Default.* If either party fails to perform its obligations under this Agreement, the aggrieved party shall provide a written notice to the other party specifying the default. Notice shall be given in the manner provided in Section 6, Paragraph D. The party in default shall have fifteen (15) days from the date of receipt of the notice to remedy the default. If the default has not been cured within this period, the aggrieved party shall have the right to terminate this Agreement by providing a written Notice of Termination to the other party. Termination of the Agreement shall be accomplished by and effective upon the receipt of a Notice of Termination by the party in default. This Notice shall be provided in the manner specified in Section 6, Paragraph D.
2. *Waiver of Extension.* The aggrieved party shall have the right to either waive the default or to extend the time within which to cure the default. The waiver or extension must be in writing and signed by an authorized representative of the aggrieved party in order to be binding upon the aggrieved party. A waiver or extension for one default shall not act as a waiver or extension for subsequent defaults.

B. Termination.

1. *General.* This Agreement may be terminated due to the default of one of the parties or may be terminated by mutual consent of the parties. Consent must be in writing and signed by an authorized representative of each party to be valid. This Agreement may also be terminated without cause by either party upon sixty (60) days written notice to the other party. Notice shall be provided in the manner specified in Section 6, Paragraph D.
2. *Termination-Default-Remedies.* In the event of termination due to the default of one of the parties, the aggrieved party shall also have the right, in addition to the right of termination, to assert and maintain any and all claims and/or actions for damages or other appropriate remedies. The aggrieved party shall also have the election not to terminate this Agreement and to maintain an action for damages or other appropriate remedies for default. Either party may, at any time, maintain an action either to construe or enforce this Agreement.

Section VI
MISCELLANEOUS PROVISIONS

- A. Entire Agreement/Modification. This Agreement constitutes the entire agreement of the parties of the subject matter dealt with herein. All prior contemporaneous negotiations and understandings between the parties are embodied in this Agreement, and it supersedes all prior agreements and understandings between the parties hereto relating to the subject hereof. No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.
- B. Severability. In the event any portion of this Agreement should become invalid, the remainder of the Agreement shall remain in full force and effect.

- C. Binding Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. This Agreement shall inure to the benefit of and be binding upon the successors in the interest of the respective parties. This Agreement may be assigned only with the express written consent of the non-assigning party. Both parties have obtained the necessary approvals for execution of this Agreement and to be bound by its terms and conditions.
- D. Notice. Any notice required under the terms of this Agreement shall be deemed delivered and received when delivered in person or when received as certified mail, or return receipt requested to the parties at the addresses listed at the beginning of this Agreement.

IN WITNESS WHEREOF, City and GLHS acknowledge that they have duly read, understand, and do freely and voluntarily execute this Agreement consisting of six (6) pages on the day and year first written above.

CITY OF WATERTOWN

GLACIAL LAKES HUMANE SOCIETY

AMANDA MACK
City Manager

AMANDA TESCH
Board President

ATTEST

Kristen Bobzien
Chief Finance Officer