

VILLAGE OF OSCEOLA

ANIMAL CONTROL/ ANIMAL HUMANE OFFICER AGREEMENT

This Agreement is made between the Village of Osceola 310 Chieftain St. Osceola, WI. and Darel Hall of 372 185th St., Osceola, Wisconsin.

WHEREAS, the Village Board agrees to appoint Darel Hall to act as Village Animal Control/Animal Humane Officer, under the terms and conditions of this Agreement, and

WHEREAS, Darel Hall wishes to be appointed Village Animal Control/Animal Humane Officer under the terms and conditions which are contained in this Agreement,

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

1. Appointment and Tenure of Village Animal Control/Animal Humane Officer:

- A. Darel Hall is hereby appointed and Darel Hall accepts the appointment as Animal Control/Animal Humane Officer (referred to as Contractor) of the Village of Osceola.
- B. Said appointment is effective immediately upon execution of this Agreement, subject to terms and conditions contained herein.
- C. Either party may discontinue this appointment and agreement by giving no less than thirty (30) days' written notice of such discontinuance to the other party. If the discontinuance is due to a breach of the terms and conditions of this agreement, the non-breaching party shall notify the other party of the alleged breach in writing and that party shall have ten (10) days from the date of the notice to remedy the breach to the other party's satisfaction. If the breach is not remedied within that time frame, the non-breaching party shall have the right to terminate this agreement upon written notification to the other party.

2. Compensation and Benefits:

- A. The Animal Control/Animal Humane Officer shall be paid on a per-call basis, at an hourly rate of \$20.00, starting at the time he leaves his home. He is also entitled to mileage reimbursement at the current IRS mileage rate.
- B. It is agreed and understood that the services of Darel Hall under the terms of this Agreement are that of an independent contractor and he is solely responsible for his own payment of federal, State and Social Security withholding taxes. The Animal Control/Animal Humane Officer (contractor) shall at no time identify himself as an employee of the Village, but shall identify himself as an independent contractor. The Contractor shall comply with Wisconsin laws applicable to the Contractor, including but not limited to providing Workers Compensation insurance, if required

under State law.

3. Insurance:

The Animal Control/Animal Humane Officer shall provide comprehensive General Liability Insurance in the amount of \$1,000,000. The Animal Control/Animal Humane Officer shall provide the Village of Osceola with proof of appropriate certificate of liability insurance. The Village of Osceola shall be named as an additional insured on this liability policy and evidence of any endorsements necessary to establish such additional insured status shall be provided to the Village.

Liability Insurance cost will be responsibility of all towns contracted with the Animal Control/Animal Humane Officer. Cost will be divided equally between towns, notice of amount due will be sent to all towns, and a Certificate of Liability will be given to each town listed.

4. Duties and Obligations of the Village Animal Control Officer:

- A. Enforce the Village's Animal Ordinance, in conformity with Chapter 173 of the Wisconsin Statutes and any other applicable state, county or Village ordinances.
- B. Investigate complaints that are reported to the Animal Control/Animal Humane Officer by members of the Village Board or Village employees. The Animal Control/Animal Humane Officer shall respond to complaints received directly from a Village resident; complaints may also be channeled through a Village Board member or Village employee.
- C. The Animal Control/Animal Humane Officer shall keep written records which shall include time, place, date, nature of call or business, violation (if any) involved, name of persons involved, signature and phone number of complainant.
- D. The Animal Control/Animal Humane Officer shall file a written report with the Clerk-Treasurer within one week of any incident or other work performed.
- E. The Animal Control/Animal Humane Officer shall advise the Village Administrator of any action which may require prosecution or may result in a court action.
- F. The Animal Control/Animal Humane Officer is limited to jurisdiction within the municipal boundaries of the Village of Osceola.
- G. Knowledge or information about a violation of any County, State, or Federal statute, regulation or ordinance shall immediately be reported to the Polk County Sheriff's Department.
- H. The Animal Control/Animal Humane Officer will exercise common sense and good judgment in all actions.
- I. The Animal Control/Animal Humane Officer will provide his own vehicle which is in

proper running order and capable of humanely transporting animals. He will possess a valid Wisconsin driver's license, auto insurance, and will provide proof of same to the Village Board upon request.

- J. The Animal Control/Animal Humane Officer will provide all equipment required in the performance of his duties at no additional cost to the Village.
- K. The Animal Control/Animal Humane Officer shall be limited to responding to and the humane capture of abandoned, lost or stray domestic animals running or roaming at large within the Village. The Animal Control/Animal Humane Officer shall be responsible for the safe and humane retention of domestic animals captured by the Animal Control/Animal Humane Officer or abandoned or stray animals captured by others and surrendered to the Animal Control/Animal Humane Officer until the animal(s) can be safely and humanely transported under the care and custody of the Animal Control/Animal Humane Officer to the approved location, all in compliance with all applicable laws.
- L. The Animal Control/Animal Humane Officer shall assume all liability for all harmed animals due to his negligence in not properly caring for the animal and agrees to defend all lawsuits arising therefrom. The Animal Control/Animal Humane Officer agrees to defend, indemnify and hold the Village harmless, including its elected officials, employees, or insurer, from any and all claims, suits, losses, damages, or expenses for bodily injury, sickness, disease, death, or property damage, including injury to animals as a result of, or alleged to be a result of the Animal Control/Animal Humane Officer's operations. The obligations contained in this Paragraph "L" shall survive termination of this Agreement as to any acts or omissions by the Animal Control/Animal Humane Officer which occurred prior to termination.
- M. The Animal Control/Animal Humane Officer shall provide the Clerk of the Village of Osceola with a public notice listing where found, the type of animal etc. transported to the humane society.
- N. The Animal Control/Animal Humane Officer will endeavor to respond to all calls as soon as practicable, and will respond to complaint reports filed by citizens within 48 hours. All phone calls received from residents should be returned within 24 hours.
- O. Except in the case of emergencies, the Animal Control/Animal Humane Officer must notify the Clerk at least one week in advance of any periods of time exceeding 24 hours in which he will be unavailable.

P. The Village shall provide to the Animal Control/Animal Humane Officer the following:

1. Current map of the Village
2. Current list of all licensed animals
3. Copy of Village of Osceola's Animals Ordinance
4. Phone numbers of Village officials and employees and the Polk County Sheriff's Department.
5. Description of animal licensing fees and procedures

This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

The parties have entered into this agreement on _____, 2023

Village of Osceola

DAREL HALL

BY: _____
Devin Swanberg Village Administrator

ATTEST: _____
Carie Krentz, Village Clerk