

Resolution 2010-5
Impound Agreement

WHEREAS, the Town of Cooperstown located in the County of Manitowoc, Wisconsin (the Municipality) and Lakeshore Humane Society, Inc., a not for profit corporation (hereinafter Humane Society), collectively the "Parties," desire to enter a long-term agreement to resolve questions of when and how much Humane Society shall be compensated by a Municipality for costs incurred by Humane Society relating to animals taken into custody pursuant to sec. 173.13, Wis. Stats.

WHEREAS, the Municipality from time to time acquires strayed, abandoned, or animals taken into custody pursuant to sec. 173.13, Wis. Stats., and is desirous of a proper place to keep such animals where they will receive humane care, and

WHEREAS, the Humane Society is an organization devoted, among other things, to the care of animals and has facilities to provide for proper care in a humane way for such strayed, injured, abandoned, or animals taken into custody pursuant to sec. 173.13, Wis. Stats.

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

1. The Humane Society agrees to accept strayed and abandoned animals and animals taken into custody pursuant to sec. 173.13, Wis. Stats., from designated officials of the Municipality within the Municipality and provide the animals with food, shelter, water, and humane care.
2. The Humane Society, in accordance with sec. 173.15, Wis. Stats., pursuant to contract with Municipality, shall: (1) impound all animals coming into its control and custody as a result of animal regulations, (2) release or humanely dispose of such animals as come into its control pursuant to sec. 173.23, Wis. Stats. or court order; and (3) manage and enforce the rabies control program pursuant to all state and local laws.
3. This agreement shall include domestic animals including, but not limited to, dogs and cats, but shall not include wildlife. Domestic animals shall mean such animals as are habituated to live in or about the habitation of people.
4. The Municipality shall pay the Humane Society a flat fee per animal admitted into the facility by appropriate Municipality law enforcement officer or at the direction of the Municipality law enforcement officer. This fee shall include the state mandated seven (7) day holding period for normal strays or ten (10) days for state mandated rabies hold (see Paragraph 8 below). The Municipality shall not be responsible for animals surrendered by their owners (anyone else other than a designated Municipality law enforcement officer) to the Humane Society. In the event the Humane Society should decide to keep the animal longer than the seven (7) day impound period, it shall be at the expense and cost of the Humane Society. Animals that have bitten a member of the public shall be kept for the time required by sec. 95.21, Wis. Stats. The Municipality's fees for stray dogs/puppies, cats/kittens, and small domestic animals are the following per animal:

	<u>Admittance Fee</u>
A dog or a litter of dogs, including the mother:	\$120.00
A cat or a litter of cats, including the mother:	\$ 90.00

A small domestic animal:

\$ 45.00

The Municipality's admittance fee for animals that require euthanasia within four (4) days of admittance will be at the small domestic animal rate. Euthanasia shall only occur in the event such euthanasia is determined by the Humane Society's veterinary services provider to be necessary.

5. In the event that the Municipality should request the Humane Society to hold an animal for longer than the stray or quarantine hold period, the Municipality shall notify the Humane Society in writing and the Municipality agrees to pay the Humane Society at the extended rate of \$15.00 per day.

6. In the event an animal is claimed by the owner, the owner shall pay the Humane Society for all the fees incurred including, but not limited to, an admittance fee prior to the release of said animal. The Municipality will not be billed for claimed animals. The Humane Society shall require proof that the animal is currently immunized against rabies or presentation of a pre-paid receipt from a veterinary clinic.

7. The Humane Society shall maintain suitable hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this contract and for the purpose of receiving animals or accepting applications for the redemption of impounded animals. During the hours the Humane Society is closed, the law enforcement officer for the Municipality shall be able to bring an animal to a secure facility for housing as designated by the Humane Society.

8. The Humane Society will cooperate with the Manitowoc County Health Department following the procedures required with respect to animals having bitten a member of the public. Said animals will be quarantined for ten (10) days in accordance with the State Rabies Control Program, Section 95.21, Wisconsin Statutes. In the event the animal surrendered by the Municipality is a stray, the Municipality shall be financially responsible for normal admittance costs plus testing suspect animals for rabies, if ordered by the victim's physician. The Municipality shall pay for the care of animals quarantined at the Humane Society in the amount of admittance, which shall include euthanasia at the end of the quarantine period. In the event the animal is an owned animal, the owner shall be responsible to the Humane Society for all customary and usual fees incurred including the admittance fee.

9. Injured and ill animals shall be transported, if condition requires, to the Humane Society's designated veterinarian facility, for assessment and/or treatment as such facility shall recommend. The Humane Society shall not authorize nor incur additional services or fees above \$100.00 without prior written approval by the Municipality. The Humane Society will make every reasonable effort to treat minor medical conditions at the Humane Society and at the expense of the Humane Society. The Humane Society will make the determination as to which animals it feels needs veterinary medical care.

10. The Humane Society shall keep good and accurate records to show compliance with regard to the stray animals covered by this agreement and they shall be open and available for inspection by the Municipality through its employees and agents at all reasonable times.

11. The Humane Society during the life of this agreement, shall submit a monthly/quarterly/yearly itemized statement to the Municipality. The Municipality agrees to remit payment within thirty (30) days of receipt of said billing unless the Municipality questions the correctness of the statement. In the event of a dispute, the Municipality shall pay all un-contested

items. The parties further agree to as expeditiously as possible, resolve the controversy with a view toward prompt and fair payment and without delay.

12. The Humane Society agrees to comply with the rules, regulations, and laws of the State of Wisconsin and the Municipal Codes of the Municipality as those laws, rules, regulations, and provisions of the Code pertain to the areas of animals taken into custody.

13. The Humane Society will notify the Municipality's Animal Control Officer, whenever the Municipality has surrendered a stray animal that is redeemed by its owner and whenever the animal redeemed by its owner does not have a current license. The Municipality shall respond according to its established procedures.

14. The Humane Society shall defend and indemnify and hold harmless the Municipality, including its officers, officials, agents, commissions, committees and employees, for any and all liability including the actions, causes of action, charges, claims, costs, damages, demands, expenses, fees (including attorney fees), liens, losses, obligations, penalties proceedings, settlements and suits of every kind and character for injury to persons, death or damage to property or both (collectively claims) arising in connection with or directly or indirectly out of this contract in any manner resulting from, arising out of or connected with the terms of this contract. The Municipality shall defend, indemnify and hold harmless the Humane Society, including its officers, officials, agents, commissions, committees and employees, for any and all liability including the actions, causes of action, charges, claims, costs, damages, demands, expenses, fees (including attorney fees), liens, losses, obligations, penalties proceedings, settlements and suits of every kind and character for injury to persons, death or damage to property or both (collectively claims) arising in connection with or directly or indirectly out of this contract in any manner resulting from, arising out of or connected with the terms of this contract for any actions of the Municipality contrary to provisions of sec. 173.13, Wis. Stats., relating to the Municipality having taken custody of an animal.

15. The Humane Society, its officers, employees, agents, and volunteers, shall act in an independent capacity during the term of this agreement and not as officers, employees, agents, or volunteers of the Municipality.

16. It is understood and agreed by the Municipality and the Humane Society that in the event the animal control ordinances are superseded or revised to cause the level of services to be performed by the Humane Society under this agreement to be increased, the Humane Society shall have the right to terminate the contract upon thirty (30) days written notice.

17. It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect commencing January 1, 2011, through and including December 31, 2014. However, it is fully agreed that this contract may be terminated by either party upon sixty (60) days written notice to the other of an intention to terminate this agreement or enter into a new agreement. Both parties agree to start contract negotiations in June 2014 for the 2015 and beyond agreement. The parties to receive notice pursuant to this contract shall be as follows:

Lakeshore Humane Society, Inc. President
1551 North 8th Street
Manitowoc, WI 54220

TO THE MUNICIPALITY:
Town of Cooperstown
Town Clerk
15911 CTH R Maribel, WI 54227

18. This agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified or changed only upon written consent of the parties hereto.

19. The persons signing this contract warrant that they have been authorized to enter into this contract by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties.

20. In the event a portion of this agreement is declared unconstitutional, illegal or against public policy, that portion shall be severed from this contract and the remaining portion shall remain valid and enforceable unless the effect of severing that portion of the agreement defeats the purpose of the agreement.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this contract on the date shown below.

Town of Cooperstown

Dated this 14 day of December 2010.

By Richard Duckett

Richard Duckett, Chairman

By Susan Kornely

Susan Kornely, Clerk

LAKESHORE HUMANE SOCIETY, INC.

Dated this ____ day of _____ 20 ____.

By _____

President

Posted 01-12-11