

**AMENDMENT 1 TO THE  
LAKESHORE HUMANE SOCIETY AGREEMENT  
BETWEEN THE CITIES OF MANITOWOC AND TWO RIVERS  
AND THE LAKESHORE HUMANE SOCIETY**

WHEREAS, the City of Manitowoc and the City of Two Rivers, both municipal corporations located in the County of Manitowoc, Wisconsin (“Municipalities”) and Lakeshore Humane Society, Inc., a not for profit corporation (“Humane Society”), located in the City of Manitowoc, County of Manitowoc, collectively the “Parties,” entered into an agreement for 2012-2014 setting reimbursement costs incurred by Humane Society relating to animals taken into custody pursuant to sec. 173.13, Wis. Stats, which is attached to this amendment as Exhibit A; and

WHEREAS, the Municipalities and the Humane Society wish to extend the agreement through 2017 for the mutual benefit of all Parties; and

WHEREAS, the Parties wish to adjust the amounts the Humane Society will be reimbursed for 2015 – 2017; and

WHEREAS, the Parties agree that the remainder of the Agreement shall be in full force and effect through December 2017.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree to extend the agreement entered into during 2012 subject to the following amendment:

1. Paragraph 4 is amended to read as follows:

The Municipalities shall pay the Humane Society a flat rate of \$24,000 in 2015, \$25,000 in 2016, and \$26,000 in 2017 with the payments under this contract being due no later than the third Tuesday in December. Payment shall be split between the Municipalities pursuant to the 2012 side agreement between the Municipalities, which is attached to this document as Exhibit B and shall continue for the duration of this agreement. In the event that the contract is terminated prior to any full year of service, the contracted flat rate shall be prorated per days of the year services were rendered by the Humane Society. The Humane Society shall provide the actual breakdown of stray animals processed by the Humane Society monthly to the Municipalities. Stray animals shall be admitted into the facility by appropriate Municipality law enforcement officer or at the direction of the Municipality law enforcement officer, or citizens residing in these Municipalities. This rate shall include the state mandated seven day holding period for normal strays or 10 days for state mandated rabies hold (see Paragraph 8 below) and euthanasia. The Municipalities shall not be responsible for animals surrendered by their owners. The Municipalities are responsible for all stray animals delivered to the Humane Society by all designated law enforcement officers and the public residing in the Municipalities. The Humane Society agrees to accept animals from the public. In the event the Humane Society should decide to keep the animal longer than the seven 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. Euthanasia of any animals shall be at the sole discretion of the Humane Society, unless court order supersedes said discretion.

2. Paragraph 18 is amended to read as follows:

It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect commencing January 1, 2015, through and including December 31,

2017. However, it is fully agreed that this contract may be terminated by any party upon 60 days written notice to the others of an intention to terminate this agreement or enter into a new agreement. All parties agree to start contract negotiations in June 2017 for the 2018 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

City of Manitowoc, Jennifer Hudon, City Clerk  
900 Quay St., Manitowoc, WI 54220

City of Two Rivers, Kim Graves, City Clerk  
1717 East Park St., Two Rivers, WI 54241

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF MANITOWOC**

By \_\_\_\_\_  
Justin M. Nickels, Mayor

By \_\_\_\_\_  
Jennifer Hudon, City Clerk

**CITY OF TWO RIVERS**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

By \_\_\_\_\_  
Gregory E. Buckley, City Manager

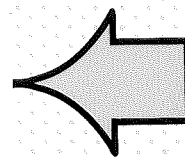
By \_\_\_\_\_  
Kim Graves, City Clerk

**LAKESHORE HUMANE SOCIETY,  
INC.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary



Pub. Util. &  
Lic.  
5-7-12

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## LAKESHORE HUMANE SOCIETY AGREEMENT

WHEREAS, the City of Manitowoc and the City of Two Rivers, both municipal corporations located in the County of Manitowoc, Wisconsin ("Municipalities") and Lakeshore Humane Society, Inc., a not for profit corporation ("Humane Society"), located in the City of Manitowoc, County of Manitowoc, collectively the "Parties," desire to enter into a three (3) year 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 Municipalities from time to time acquire strayed, abandoned, or animals taken into custody pursuant to sec. 173.13, Wis. Stats., and it is desirable to have 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 animals that are 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 Municipalities within the Municipalities, or citizens residing in these Municipalities 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 Municipalities, 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 by court order; and (3) manage and enforce the rabies control program pursuant to all state and local laws.

3. This agreement shall include feral cats, 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 Municipalities shall pay the Humane Society a flat rate of \$22,000 year at the end of each year of the contract term with the first payment under this contract being due no later than the third Tuesday in December 2012, in succeeding years payment shall be made on the third Tuesday in December of each subsequent year. In the event that the contract is terminated prior to any full year of service, the contracted flat rate shall be prorated per days of the year services were rendered by the Humane Society. Payment shall be received in the form of U.S.A. currency. The Humane Society shall provide the actual breakdown of stray animals processed by the Humane Society monthly to the Municipalities. Stray animals shall be admitted into the facility by appropriate Municipality law enforcement officer or at the direction of the Municipality law enforcement officer, or citizens residing in these Municipalities. This rate 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) and euthanasia. The Municipalities shall not be responsible for animals surrendered by their owners. The Municipalities are responsible for all stray animals delivered to the Humane Society by all designated law enforcement officers and the public residing in the Municipalities. The Humane Society agrees to accept animals from the public. 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. Euthanasia of any animals shall be at the sole discretion of the Humane Society, unless court order supersedes said discretion.

5. In the event that a 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 prior to the release of said animal. 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 application for the redemption of impounded animals. During the hours the Humane Society is closed, the law enforcement officer for the Municipalities 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 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. The Municipality shall be financially responsible for testing suspect animals for rabies, if ordered by the victim's physician. 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.

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 for the Municipalities 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 Municipalities through its employees and agents at all reasonable times.

11. The Humane Society during the life of this agreement, shall submit a yearly billing and itemized statement to the Municipalities thirty (30) days before due. The Municipalities agrees to remit payment of said billing by no later than the third Tuesday in December, unless the Municipality questions the correctness of the statement. In the event of a dispute, the Municipality shall pay all uncontested 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, County of Manitowoc and the Municipal Codes of the Municipalities 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 Municipalities' Animal Control Officer, whenever a 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 Municipalities agree to continue to use the Free Roamers Program for feral cats. The Humane Society agrees to accept feral cats under this agreement when brought to their facility by the Municipalities.

15. The Humane Society shall defend, indemnify and hold harmless the Municipalities, including their 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. Subject to the State Statutory limits and Municipal immunities, 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 damage, demands, expenses, fees (including reasonable attorney fees), liens, losses, obligation, penalties proceedings, settlement 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.

16. 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 Municipalities.

17. It is understood and agreed by the Municipalities 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. It is further understood and agreed to by the parties, in the event the County maintains a pound, or if Humane Society becomes the County pound, this agreement shall immediately terminate and any payments due to Humane Society shall be prorated pursuant to paragraph 4 of this contract.

18. It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect commencing January 1, 2012, through and including December 31, 2014. However, it is fully agreed that this contract may be terminated by any party upon sixty (60) days written notice to the others of an intention to terminate this agreement or enter into a new agreement. All 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 8<sup>th</sup> Street  
Manitowoc, WI 54220

TO THE MUNICIPALITIES:

City of Manitowoc  
Jennifer Hudon, City Clerk  
900 Quay St., Manitowoc, WI 54220

City of Two Rivers  
Kim Graves, City Clerk  
1717 East Park St., Two Rivers, WI 54241

19. 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. It is the intent of the parties that this agreement commence January 1, 2012 and supersede and replace the agreement entered into between the parties in January, 2011. This agreement may be modified or changed only upon written consent of the parties hereto.

20. 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.

21. 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.

Dated this 7 day of May, 2012.

**CITY OF MANITOWOC**

By Justin M. Nickels  
Justin M. Nickels, Mayor

By Jennifer Hudon  
Jennifer Hudon, City Clerk

Dated this 16<sup>th</sup> day of May, 2012.

**CITY OF TWO RIVERS**

By Gregory E. Buckley  
Gregory E. Buckley, City Manager

By Kim Graves  
Kim Graves, City Clerk


**LAKESHORE HUMANE SOCIETY,  
INC.**

Dated this 16 day of May, 2012

By Kathy Kephke  
President

By K. G. Philippini  
Secretary

5.7.12 Committee recommends entering into the Agreement.

Jim Hennessy  


Calli Z. Bell

Dr. 

Christopher Allen

Just M. [unclear]  
5/18/12

Pub. Util. & Lic.  
5-7-12

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AGREEMENT BETWEEN  
THE CITY OF MANITOWOC  
AND  
THE CITY OF TWO RIVERS  
REGARDING PAYMENT OF CHARGES  
PURSUANT TO AGREEMENT BETWEEN THE CITIES  
AND  
THE LAKESHORE HUMANE SOCIETY, INC.

WHEREAS, the City of Manitowoc (hereinafter "Manitowoc") and the City of Two Rivers (hereinafter "Two Rivers"), both municipal corporations located in the County of Manitowoc, Wisconsin (hereinafter identified collectively as "the Municipalities"), have entered into an Agreement of even date herewith, with the Lakeshore Humane Society, Inc., a not for profit corporation (hereinafter "Humane Society"), to provide for the housing and care of stray animals pursuant to sec. 173.13, Wis. Stats.; and

WHEREAS, said Agreement requires the Municipalities to make an annual fixed, lump sum payment to the Humane Society, in December of each year of the Agreement's three-year term, in the amount of \$22,000, as addressed in Paragraph 4 of said Agreement; and

WHEREAS, said Agreement also provides for certain additional, variable charges to be billed to the Municipalities by the Humane Society, in instances where one of the Municipalities requests that an animal be held by the Humane Society for longer than the normal stray or quarantine hold period identified in the Agreement (per Paragraph 5 of the Agreement) and in instances where veterinary assessment/care of an animal is required (per Paragraph 9 of the Agreement); and

WHEREAS, consistent with the spirit of municipal cooperation that motivated the Municipalities to pursue and enter into said Agreement, it is appropriate to establish an agreement between the Municipalities as to their respective responsibilities for paying the fixed and variable charges to be billed by the Humane Society, as identified above, during the term of said Agreement;

NOW, THEREFORE, the Municipalities agree as follows:

1. To each be responsible for a *pro rata* share of the annual fixed charge of \$22,000 from the Humane Society based on their respective populations as determined by the 2010 U.S. Census, which were 33,736 for Manitowoc and 11,712 for Two Rivers; this shall result in:
  - Manitowoc paying 74.23 percent of the annual fixed charge, or \$16,330.60;
  - Two Rivers paying 25.77 percent of the annual fixed charge, or \$5,669.40

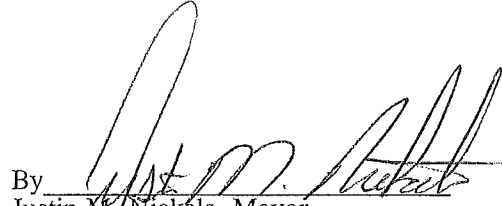


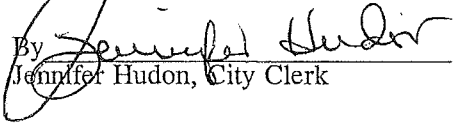
2. To pro rate, in the same manner described in the paragraph immediately above, the variable charges billed by the Humane Society for veterinary assessment and/or treatment services addressed in Paragraph 9 of the Agreement and billed in a manner consistent with the terms of the Agreement.
3. To be individually responsible for variable charges billed by the Humane Society for housing any animal from that Municipality for longer than the stray or quarantine hold period specified in the Agreement, when so directed in writing by that municipality, as addressed in Paragraph 5 of the Agreement.
4. To make timely payment of all such charges billed by the Humane Society pursuant to the Agreement, except for any disputed charges as addressed in the Agreement.
5. Generally, to cooperate with one another and with the Humane Society to address problems or issues that may arise during the term of the Agreement.

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

CITY OF MANITOWOC

Dated this 16<sup>th</sup> day of May, 2012

By   
Justin M. Nickels, Mayor

By   
Jennifer Hudon, City Clerk

CITY OF TWO RIVERS

Dated this 16<sup>th</sup> day of May, 2012

By   
Gregory E. Buckley, City Manager

By   
Kim Graves, City Clerk

5.7.12 Committee recommends entering into the Agreement.

Jill Hennessy  
~~John Hennessy~~  
Allen Z. Paul  
D. J. [unclear]  
Christopher Able

Justin M. Mitchell  
5/8/12