

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

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 Wis. Stats. § 173.13; and

WHEREAS, the Municipality from time to time acquires strayed, abandoned, or animals taken into custody pursuant to Wis. Stats. § 173.13, 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; 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) and in instances where veterinary assessment/care of an animal is required (per Paragraph 9); 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 billed by the Humane Society, as identified above, during the term of said Agreement;

NOW, THEREFORE, the parties agree as follows:

1. The Humane Society agrees to accept stray and abandoned animals and animals taken into custody pursuant to Wis. Stat. § 173.13 from designated officials of the Municipalities and provide the animals with food, shelter, water, and humane care.
2. The Humane Society, in accordance with Wis. Stat. § 173.15 and pursuant to contract with the 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 Wis. Stat. § 173.23 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 Municipalities shall pay the Humane Society a flat rate of \$35,000 in 2021, \$37,000 in 2022, and \$39,000 in 2023 with the payments under this contract being due no later than the third Tuesday in December. The Municipalities each be responsible for a pro rata share of the

annual fixed charge 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 and Two Rivers paying 25.77 percent of the annual fixed charge. The parties will pro rate, at the same percentages, 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.

The parties will 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. The parties will 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. 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.

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. The Municipalities shall not be responsible for animals surrendered by their owners (anyone else other than a designated Municipality law enforcement officer) to the Humane Society.

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. 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 Wis. Stats. § 95.21.

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 and Humane Society will reach an agreement on fees to do so.

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. If the animal has not yet been vaccinated, the Humane Society shall require presentation of a pre-paid receipt from a veterinary clinic and attempt to get proof of a scheduled appointment.

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 10 days in accordance with the State Rabies Control Program, Wis. Stat. § 95.21. 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.

By January 31 of each year, the Humane Society shall submit a report on performance under this agreement to the Chief of Police for each Municipality. The Humane Society shall also submit a yearly itemized statement to the Municipality for the duration of this agreement. 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.

11. 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.

12. 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.

The Humane Society shall act as an agent of each of the Municipalities for collection of completed dog license applications and related fees, with such licenses and tags to be issued by the Municipalities. The Humane Society shall require, as a condition for recovery of any unlicensed stray dog by its owner, or the adoption of any dog by a new owner, that said owner or new owner complete a license application provided by the Municipality, provide proof of rabies vaccination (or a Humane Society or veterinary clinic-issued voucher for rabies

vaccination) and pay the appropriate license fee required by the Municipality where the dog is to reside.

Such forms and proof of rabies vaccination shall be forwarded by the Humane Society to the City Clerks of the Municipalities within three business days of receipt for any unlicensed dogs that were recovered or adopted in the preceding month by individuals who reside in that Municipality. Fees shall be forwarded within 15 days of receipt. It shall be the responsibility of the Municipality to then mail a license and tags to the animal's owner, based on the information furnished by the Humane Society.

13. To facilitate the Humane Society's work on behalf of the Municipalities as cited in this paragraph, each of the Municipalities shall each provide the Humane Society with an updated listing of active dog licenses for that Municipality, on at least a monthly basis.

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 Wis. Stats. § 173.13 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 30 days written notice.

17. It is mutually understood and agreed by the parties that this agreement shall continue in effect commencing January 1, 2021, through and including December 31, 2023. 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 2023 for the 2024 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, Deborah Neuser, City Clerk
900 Quay St., Manitowoc, WI 54220
- City of Two Rivers, Kim Graves, City Clerk
1717 Park St., Two Rivers, WI 54241

18. This agreement is intended by the parties 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. This agreement may be modified or changed only upon written consent of the parties.

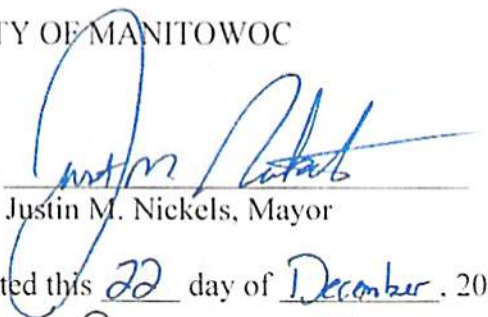
19. The persons signing this contract warrant that they have been authorized to enter into this contract by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties.

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.

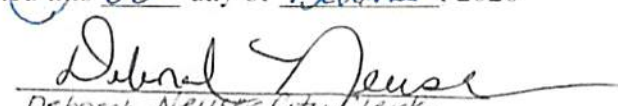
IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this contract on the date(s) shown below.

CITY OF MANITOWOC

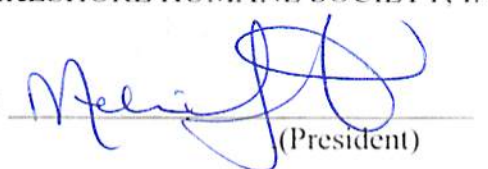
By


Justin M. Nickels, Mayor

Dated this 22 day of December, 2020


Deborah Neuser, City Clerk
LAKESHORE HUMANE SOCIETY, INC.

By


(President)

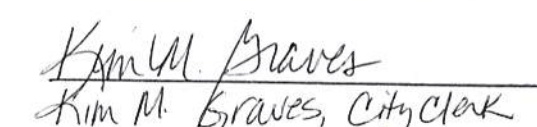
Dated this 29 day of December 2020

CITY OF TWO RIVERS

By


Gregory Buckley, City Manager

Dated this 28th day of December, 2020


Kim M. Graves, City Clerk