

**AMENDMENT 2 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 ("Agreement"), which is attached to this amendment as Exhibit A; and

WHEREAS, the Municipalities and the Humane Society in December 2014 approved Amendment 1 to said Agreement, attached hereto as Exhibit B, to provide for increases in the annual payments to be made to the Humane Society by the Municipalities and to extend the term of the Agreement to December 31, 2017; and

WHEREAS, the Municipalities and the Humane Society wish to extend the agreement through 2020 for the mutual benefit of all Parties; and

WHEREAS, the Parties wish to adjust the amounts the Humane Society will be reimbursed for 2018 – 2020; and

WHEREAS, the Parties agree that the terms of Amendment 1 to the Agreement shall be null and void after December 31, 2017; and

WHEREAS, the Parties agree that the remainder of the Agreement, as amended by this Amendment 2 shall be in full force and effect from January 1, 2018 through December 31, 2020;

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree to extend the Agreement, 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 \$32,000 in 2018, \$33,000 in 2019, and \$34,000 in 2020 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 C 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. A new Paragraph 13A is added, to the Agreement, immediately following Paragraph 13. New paragraph 13A to read as follows:

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.

Formatted: Highlight

Such forms, proof of rabies vaccination and fees shall be forwarded by the Humane Society to the City Clerks of the Municipalities on a monthly basis, by the 15<sup>th</sup> of each month for any unlicensed dogs that were recovered or adopted in the preceding month by individuals who reside in that Municipality. 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.

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.

3. 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, 2018, through and including December 31, 2020. However, it is fully agreed that this Agreement 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 Agreement shall be as follows:

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

City of Manitowoc, ~~Jennifer Hudon~~ Deborah Neuser, 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.

**CITY OF MANITOWOC**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

By \_\_\_\_\_  
Deborah Neuser, City Clerk

**CITY OF TWO RIVERS**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

**LAKESHORE HUMANE SOCIETY,  
INC.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

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