ANIMAL CONTROL AND OPERATIONS AGREEMENT

THIS ANIMAL CONTROL AND OPERATIONS AGREEMENT is made by and between the City of Monroe ("City"), and the Green County Humane Society, Inc., a Wisconsin nonprofit corporation, ("Humane Society").

WITNESSETH:

WHEREAS, animal control and animal control expense problems continue to concern the City; and

WHEREAS, animal abuse is a recognized problem in the City as well as state-wide; and

WHEREAS, the Humane Society is desirous of assisting with animal control, alleviating the problem of animal abuse within the City; and

WHEREAS, it is the mutual desire of both parties to provide the City with a proper and humane animal control and abuse policy, including the maintenance of a proper shelter.

NOW THEREFORE; it is agreed by the parties hereto that each party shall be responsible for the obligations stated herein and that such obligations shall be deemed a material part of this Agreement.

OBLIGATIONS OF THE HUMANE SOCIETY

1. To provide all living stray cats and dogs picked up within the City with adequate shelter, food, water, exercise and general health care as required by law.

2. To handle all adoptions and redemptions of cats and dogs to ensure that all dogs adopted are licensed prior to leaving the facility, if legally and administratively feasible.

3. To provide all advertising as required by law to find previous and new owners of cats and dogs in the shelter.

4. To provide legal and adequate disposition of all stray cats and dogs in accordance with the law. This does not require the Humane Society to take in feral cats or dangerous dogs. "Feral cats" and "dangerous dogs" are untamed animals which cannot be safely handled by Humane Society staff or pose a safety risk to itself, other animals, or people.

5. To assist the City in enforcement of animal control ordinances by furnishing any and all records and testimony necessary for prosecution under the City ordinances.

6. To provide adequate provisions for quarantine of stray cats and dogs as outlined in the Memorandum of Understanding with the Green County Health Department.

7. To be responsible for all living, restrained (defined as "in a carrier, leash, box, or other enclosure whereby the cat or dog's ability to move is controlled or restricted. Restrained does not mean confined to a garage or other building.) stray cat and dog pick-up within the City of Monroe between the hours of 8:00 A.M. and 4:00 P.M. Monday through Friday, except holidays. Transportation services shall be provided at the request of a resident of the City or a City humane or law enforcement officer and be subject to the
reasonable availability of Humane Society staff and/or suitable vehicle. If the request is made by a resident of the City, the request must be reported to the City prior to pick-up.

8. The Humane Society shall assume responsibility for the cost of euthanasia by a veterinarian for a stray dog or cat after the animal has been in the custody of the Humane Society for seven days. The Humane Society agrees that it will dispose of any carcasses in accordance with any directives given by the City or the State of Wisconsin.

9. To assist the City in cases of alleged animal abuse, maltreatment, or alleged cases of cats and dogs presenting human health hazards including, but not limited to, providing direct assistance as well as providing shelter and technical expertise.

10. The Humane Society agrees that as to those cats and dogs seized or held pursuant to the request of the City on the basis of animal abuse, animal maltreatment, or cases of animals presenting a human health hazard, the Humane Society shall keep all records as required by law detailing the animal’s condition, disposition, and place of holding. The Humane Society further agrees to bill the City for recoupment purposes ten dollars ($10.00) per day per animal. The parties understand and agree that the Humane Society may, in appropriate cases, place the animals in foster care.

11. The City shall be provided with an access key to that part of the Animal Shelter that is designated for after hours drop-off of animals by humane or law enforcement officers and appropriate instruction regarding the securing of Covered Animals left in such area by City humane or law enforcement officers. If the City is not in default under this agreement, City humane or law enforcement officers may leave Covered Animals in such area at times when the Animal Shelter is closed for business, subject to the reasonable rules, procedures and regulations adopted by the Humane Society for the use of such area.

**OBLIGATIONS OF THE CITY**

1. The City hereby agrees to provide technical advice and contract through the Health and Law Enforcement Departments concerning animal abuse and maltreatment, as well as animals that may be a human health hazard.

**MUTUAL UNDERSTANDINGS AND OBLIGATIONS**

1. It is mutually understood by the parties hereto that the agreements and obligations contained herein are for the period of January 1, 2018 through December 31, 2018.

2. It is further understood that this Agreement shall extend on an annual basis unless either party provided notice to the other in writing at least 60 days prior to the expiration of the agreement with their intent to terminate or modify the agreement. Any modifications of the Agreement shall be signed by each party.

3. In the event of a seizure or during the stray hold period, the Humane Society agrees to make reports to provide the City of Monroe Police Department with all information requested so that the Police Chief may provide an informed decision regarding medical treatment or euthanasia for dogs and cats being held by the City.

4. It is understood that the Humane Society shall make reports to the City as requested.
5. It is further understood and agreed by the parties hereto that all liability for the services provided herein shall be the Humane Society's, and that the Humane Society will maintain adequate liability insurance for the same. The Humane Society agrees to hold the City harmless against any and all claims resulting from the services provided hereunder.

6. Further, the Humane Society agrees that at no time and for no purpose shall any of its employees be considered those of the City.

7. The parties hereto agree that this Agreement in no way shall be construed as requiring that the Humane Society act as the humane officer pursuant to Chapter 173, Wis. Stats., or that they be required to provide such a position.

8. Those amounts budgeted in the City's budget, and shown on Addendum A, shall be paid to the Humane Society in equal amounts monthly and shall be subject to review on a yearly basis.

9. It is understood the City Agreement is separate from the Green County Agreement, and each is individually funded.

CITY OF MONROE

By: Louis Armstrong
Louis Armstrong, Mayor

Date: __________

By: Philip Rath
Philip Rath, City Administrator

Date: 04-17-2018

GREEN COUNTY HUMANE SOCIETY, INC.

By: Sue Sacker
Sue Sacker, President

Date: 1/15/2018

By: Ron Neuenschwander
Ron Neuenschwander, Secretary

Date: 1/18/2018
ADDENDUM A

Animal Care Services Fee Schedule

This Addendum A is part of the Animal Control Services Agreement between the City of Monroe and Green County Humane Society, Inc. (the “Agreement”).

During the period commencing January 1, 2018 and ending December 31, 2018, the City shall pay GCHS the sum of $2,916.67 per month, payable in advance on the first calendar day of each month.