ANIMAL CONTROL AND OPERATIONS AGREEMENT

THIS ANIMAL CONTROL AND OPERATIONS AGREEMENT is made by and between Green County, a political subdivision within the State of Wisconsin ["County"], 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 all Green County municipalities; and

WHEREAS, animal abuse is a recognized problem both in Green County 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 County; and

WHEREAS, it is the mutual desire of both parties to provide Green County 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 County with adequate shelter, food, water, exercise and general health care.

2. To handle all adoptions and redemptions of cats and dogs and 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, others animals or people.

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

6. To provide or assist in finding adequate provision for quarantine of stray cats and dogs when necessary.

7. To be responsible for all living, restrained stray cat and dog pickups within the unincorporated areas of Green County and any incorporated areas having no law enforcement personnel, and further to assist and cooperate with law enforcement personnel of the villages of Albany, Monticello, and New Glarus, and the City of Brodhead, in providing animal control services.
Restraint means in a carrier, leash, box or other enclosure whereby the cat or dogs ability to move is controlled or restricted. Restraint does not mean confined to a garage or other building. Said cooperation in incorporated areas having law enforcement personnel shall consist of providing cages for temporary restraint of cats and dogs, picking up of cats and dogs from law enforcement personnel in said areas, and providing shelter, care, and treatment for any cats and dogs received from said areas. The Humane Society will assist with pickup within incorporated areas to the extent that it is feasible to do so pursuant to arrangements to be made between the Humane Society and law enforcement personnel in incorporated areas.

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 Green County or the State of Wisconsin.

9. To assist the County 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 County 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 County for recuperation purposes no more than $10.00 per day per animal. The parties understand and agree that the Humane Society may, in appropriate cases, place the animals in foster placement.

**OBLIGATIONS OF THE COUNTY**

1. The County hereby agrees to provide technical advice and contact 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, 2012, through December 31, 2012.

2. It is further understood that this Agreement shall extend on an annual basis unless either party provides 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 in writing and signed by each party.

3. It is mutually understood that, in directly assisting with animal control services to the County, the Humane Society shall be subject to the supervision of the Green County Sheriff. The Humane Society agrees to make reports to provide the Green County Sheriff with all information requested so that the Sheriff may provide an informed decision regarding medical treatment for dogs and cats seized by the County.

4. It is understood that the Humane Society shall make reports to Green County as requested.
5. It is further understood and agreed by the parties hereto that all liability for the operation of the animal shelter and the services provided herein shall be the Humane Society's, and that the Humane Society will maintain adequate liability insurance for same. The Humane Society agrees to hold the County 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 County.

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 County's budget shall be paid to the Humane Society in equal amounts on a monthly basis and shall be reviewed on an annual basis.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 10th day of April, 2012.

GREEN COUNTY
By: [Signature]
Arthur Carter, County Board Chair

GREEN COUNTY HUMANE SOCIETY, INC.
By: [Signature]
Paul Barrett, GCHS President

By: [Signature]
Michael J. Doyle, County Clerk
By: [Signature]
Heidi Treuthardt, GCHS Secretary

By: [Signature]
Jeffrey Skatrud, Sheriff