

**Impound Agreement Between the City of Menasha and the
Fox Valley Humane Association, Ltd.**

This contract, made this 1st day of September, 2009 by and between the **City of Menasha**, hereinafter called the Municipality, and the Fox Valley Humane Association, Ltd., hereinafter called the Association, is as follows:

1. Definitions: In this contract when the terms "animal" or "stray animal" are used the terms shall refer only to dogs and cats unless otherwise specified on a case by case basis and agreed by both parties. This agreement shall include domestic animals such as dogs and cats but shall not include wildlife
2. Term: This contract shall begin on January 1, 2010 and have a term of one year. This contract shall be automatically renewed for subsequent one-year periods unless either party notifies the other of its intent to terminate. Said notice shall be in writing at least 30 days prior to the beginning of the automatic renewal date.
3. Services: The Association shall provide the following:
 - a. The Association will accept and maintain all stray animals which are delivered to the Association by the agents of the Municipality or picked up by the Association at the request of the Municipality as required under this contract or strays that are identified as being found in the municipality and brought to the Association.
 - b. Each month, the Association shall provide the Contracting Municipality or County with a detailed statement of the charges and applied credits, to include the disposition, for each animal. Within thirty (30) days of receiving the statement, the Contracting Municipality or County will make payment to the Association or if the Contracting Municipality or County disputes any charges, the Contracting Municipality or County will provide written notice to the Association.
 - c. The Association shall maintain complete records of all stray animals that are received and are attributed to the Municipality. These reports shall be provided to the Municipality on a monthly basis. Said reports shall be maintained for a period of one year. The Association shall maintain all records at the Association's office and shall provide them to the Municipality upon request by the Municipality.

- d. The Association shall cooperate with the Municipality's Health Department by following procedures required with respect to stray animals that have bitten a member of the public. Said animals will be quarantined for ten days in accordance with the State Rabies Control Program, Wisconsin State Statutes Section 95.21(5)(b). The Municipality will be financially responsible for the normal cost of testing suspect animals for rabies if ordered by the victim's physician. The Municipality shall pay the Association the sum of \$245.86 for the care of quarantined animals including admittance, three veterinarian checks, euthanasia if required and 10 days' boarding fees.
- e. If the Municipality delivers an injured or ill animal to the Association or authorizes the Association to pick it up, the Municipality will pay up to \$163.90 for services required for that animal. Any additional services or treatments which are authorized by the Association shall be the Association's financial responsibility.
- f. The Association shall provide assistance at the scene of capture including assisting the Contracting Municipality or County in capturing vicious or dangerous animals that have been running at large. The Association will charge its actual expense for employee time at the rate it is required to pay those employees for this service. The Association shall provide a pager to be used as the preferred contact method upon request by the Contracting Municipality. Once a pager number has been provided, it shall not be subject to public disclosure and shall only be given to on duty police officers and emergency medical personnel.
- g. In the event that the owner claims an animal from the Association, the Association shall collect from the owner the full cost of the contract attributable to that animal prior to the release of the animal. The Municipality will not be billed for claimed animals. The Association shall require a dog or cat license, proof that the animals are currently immunized against rabies, or presentation of a pre-paid receipt from a veterinary clinic before release of the animal.
- h. The Association shall be available when a Court order for the destruction of an animal is required. An on-site fee of \$32.78 and a euthanasia fee will be charged.

4. Payment: For the first year of the contract the total contract cost shall be the number of animals picked up from the Municipality in 2008 times \$90.70 for the regular care of animals received under paragraph 3(c). Totaling **\$19,591.20**. Payments will be made to the Association monthly at the rate of 1/12th of this amount plus other contract charges as billed. Other contract prices as defined herein shall apply per animal received or serviced under the contract. In the event that the Association wishes to increase the amount due per animal or other contract charges, it shall prepare financial supporting information for the increase and submit it to a designated official of the Municipality to confirm the accuracy of the increase at least 60 days before the beginning of the new contract year. The new fee will not take effect until the new contract year and will be held in suspension during a reasonable period of time for the review to take place if requested. The current fee may be adjusted for dogs/puppies and cats/kittens as follows:
- a. \$90.70 per animal regardless of the time held by the Association.
 - b. Kitten and puppy litters will be billed at a special rate. A litter will include one mother and her babies who were born together and are no more than six months of age. The charge for a litter will be \$90.70 for the mother and \$5.00 for each newborn.
 - c. \$43.70 per trip for transportation of the first animal that the Association picks up. The cost to transport additional animals will be \$10.00 for the second through the eighth animal per trip. If there are more than eight animals for a trip a new transportation charge will be made for each eight or portion of eight animals transported.
 - d. Animals that are seized by law enforcement authorities and turned over to the Association for care and holding pending resolution of a court case will be billed at a special rate. The rate will be the standard per animal charge for the first seven days and an additional \$7.00 per day per animal thereafter plus the cost of any veterinary care or medication required.

- e. The fees for the renewal of the contract shall increase by three percent (3%) per year unless the Association's costs increase more than that amount. In the event that the Association wishes to increase the amount due for any contract charges by more than 3% for any year after the first renewal year of the contract it shall prepare financial supporting information for the increase and submit it to a designated representative of the Contracting Municipality or County to confirm the accuracy of the increase at least 60 days before the beginning of the new contract year. The new fee will not take effect until the new contract year and will be held in suspension for a reasonable period of time for a review of the Association's information to take place if requested. The Contracting Municipality or County will cooperate with all other municipalities in Outagamie County or Winnebago County to limit the need for providing this information to a designated county representative on behalf of the contracting Municipality and the other municipalities contracting with the Association. Increases will be based upon increases in costs from the base year of 2004.
5. Credits: The Municipality will be credited per animal with the proportionate amount of license fees, credits will be given to the municipality monthly, if any, received by the Association for animals with addresses within the Municipality determined by dividing the number of animals received under this contract by the total number of animals received by the Association in the year prior to the commencement of this contract.
6. Traps: The Municipality shall be responsible for the purchase, maintenance, and use of live traps and other equipment used for animal control purposes.
7. Insurance: At all times during the terms of this contract, the Association shall carry general liability and property damage insurance with a company authorized to do business in the State of Wisconsin, insuring the Association and the Municipality was an insured therein against any and all losses and claims arising out of the operation of the Association's business or any act of omission of the Association, its agents, servants, employees or invitees. A certificate of insurance shall be filed with the Municipality at the time of the execution of this agreement.

8. Indemnification Clause: In consideration of the terms and conditions herein, the Association agrees to indemnify, defend and save harmless the Municipality, its employees, elected and appointed officials, agents and volunteers from against all claims, suits, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with the impoundment of stray animals. Said indemnification applies to any and all action of the employees, agents or representatives of the Association only. The Association agrees to defend any and all actions wherein the Municipality is named a party defendant.

IN WITNESS WHEREOF the Municipality and the Association have duly executed this agreement on the day and year written.

FOX VALLEY HUMANE ASSOCIATION, LTD.

BY: _____

BY: _____

CITY OF MENASHA

BY: _____

BY: _____

Approved



City Attorney