

AGREEMENT BETWEEN THE HUMANE SOCIETY OF WAUPACA COUNTY
AND THE TOWN OF DAYTON

1. The Humane Society of Waupaca County (“H.S.W.C.” or “Contractor”) and the Town of Dayton (“Town”) agree as follows:
2. Contractor agrees to provide for the care, custody, treatment and disposal of cats taken into custody, pursuant to §173.31(1), Wis. Stats., and brought to the contractor's facility by verified city residents bearing authorization obtained from the Town.
3. Contractor agrees to (a) provide adequate care and treatment of all cats delivered under this agreement, (b) maintain adequate records consistent with requirements of §173.17, Wis. Stats., and (c) release or dispose of cats under §173.23, Wis. Stats., or as provided in a court order.
4. All stray cats from Town of Dayton will be kept for a minimum of seven (7) full days, subject to return to its owner under §173.23(1), Wis. Stats., or disposition under §173.23(4), Wis. Stats., relating to injured or dangerous animals.
5. After seven (7) full days in custody, a cat shall be considered an “unclaimed animal” and may be disposed of under any of the provisions authorized by §173.23(1m), Wis Stats. After that time, if the cat is adopted, any adoption fees will be retained by H.S.W.C. after seven (7) full days, the cat becomes the property of H.S.W.C.
6. The H.S.W.C. Agrees not to adopt out any cat unless it is neutered, except that if, due to the age of the animal or other factors, it cannot be neutered prior to adoption, then proof of prepayment for the sterilization procedure shall be considered compliance with this paragraph.
7. The H.S.W.C. agrees not to adopt out any cat unless it has been microchipped, with the microchip properly registered with the national database.
8. The Town agrees to pay the H.S.W.C. a flat rate of **\$95.00** per feline unit, that is impounded with the H.S.W.C. This fee will include the cost of euthanasia and disposal costs for the animal(s) if at any time that becomes necessary.
9. Each cat over 6 months of age will be billed as one unit. Litters of kittens will be considered one unit if there are three or less individuals under six months of age, and two units if there are 4 or more that are from the same litter, presented to H.S.W.C. on the same day.
10. HSWC will at all times comply with the provisions of Ch. 173 and 951, Wis. Stats., relating to, among other things, the care, shelter and feeding of cats.
11. H.S.W.C. Shall provide proof of liability insurance to the Town. The coverage and policy limits shall be subject to approval by the Town. A certificate of insurance shall be filed with the Town Clerk's office.

12. The H.S.W.C. Will keep records for each animal containing the following information:
- (a) A physical description of the animal,
 - (b) The date that custody was taken of the animal, the date that the animal was delivered into possession of another person and the identity of the person whom delivered,
 - (c) The reason for taking custody of the animal, and
 - (d) The ultimate disposition of the animal, including the name and address of any person into whose custody the animal was ultimately released.

Intake records are considered public records.

13. The H.S.W.C. agrees only to bill the Town for cats found within the Town limits that are brought to the H.S.W.C.'s shelter by a verified private citizen who bears an authorization form obtained from the Town.

14. H.S.W.C. Shall release an impounded cat to its owner or representative of the owner upon the happening of all of the following:
- (a) The owner or representative of the owner claims the cat and provides reasonable evidence of ownership and the owner's name and address,
 - (b) The cat is vaccinated for rabies or assurance of vaccination against rabies is given in the form of a receipt from a licensed veterinarian for prepayment of a rabies vaccination.
 - (c) All charges for pick up, custody (boarding), care, vaccination, medications, veterinary care and treatment are paid. Boarding fees are due for each day or fraction of a day that a cat is impounded.
 - (d) The representative of the owner has a written authorization from the owner to claim the cat.

H.S.W.C. will accept boarding fee payments, license fee payments and issue receipts. The Town will only be billed for cats that are unclaimed during their seven (7) day impoundment.

15. The H.S.W.C. May release a cat to a person other than the animal's owner only if:
- (a) The owner is unknown or does not claim the animal within the seven (7) day impoundment period after the animal is delivered to the shelter.
 - (b) The person provides his or her name and address.
 - (c) If licensure is required by statute or ordinance for the person's municipality, the animal is licensed or assurances of licensure is given by evidence of prepayment.
 - (d) If the person who adopts the animal is a resident of the Town, a statement must be signed agreeing to have the animal vaccinated against rabies, unless evidence is presented that the animal is vaccinated. Further, if the person is a town resident, assurance of vaccination against rabies shall be given in the form of a receipt from a licensed veterinarian for prepayment of a rabies vaccination.
 - (e) The H.S.W.C. may refuse to adopt a cat to any person who does not meet the adoption standards of the H.S.W.C.

16. Except for the standards above with regards to Town residents, the Town has no control over nor is responsible for the adoption standards of H.S.W.C.

17. For any cat received through the Town, The H.S.W.C. shall promptly notify the owner orally and in writing if he or she can be identified and located with reasonable effort. The written notice shall comply with §173.13(3), Wis. Stats.

18. Both parties agree to cooperate with each other to ensure that provisions of §95.21, Wis. Stats., relating to “Quarantine or sacrifice of an animal suspected of biting a person or being infected or exposed to rabies” is complied with and if there is not another responsible party, such as the animal's owner or the County, the Town will pay for these expenses.

20. The fees outlined in this contract do not apply in cases of hoarding or animal abuse situations, or any other situation where a large number of animals may have to be held for an extended period of time.

This agreement shall be effective from August 1, 2012 until December 31, 2012,

Dated: 21 August, 2012

THE TOWN OF DAYTON, Waupaca County

BY: E/ Chris Klein
Chris Klein, Board Chair

, Director

THE HUMANE SOCIETY OF WAUPACA COUNTY, INC.

Dated: _____, 2012

BY: _____
Patricia Pfeifer, President

Monica Gardner, Operations Manager