

MUNICIPALITY HELD FOR CAUSE SERVICES AGREEMENT

THE HUMANE SOCIETY OF MARATHON COUNTY, INC.

THIS SERVICES AGREEMENT (“Agreement”), is made and entered into, by and between the MUNICIPALITY of Kronenwetter (The “MUNICIPALITY”) and the Humane Society of Marathon County, Inc. (“HSMC”), its successors or assigns,

RECITALS

0.1 WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (A not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of: (a) animals taken into custody by law enforcement or humane officers employed by the MUNICIPALITY and (b) “Animals Held for Cause” [as that term is used in Wis. Stat. §§173.21 and 22] (i.e., animals held by HSMC on behalf of the MUNICIPALITY pending further legal determination or order); and

0.3 WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the welfare of the animals who are the subject hereof and who are cared for by HSMC pursuant to the terms of this Agreement; and

0.4 WHEREAS, MUNICIPALITY desires to compensate HSMC for these services on a per animal per day basis for any animal taken into custody or Held for Cause, and

0.5 WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, WI 54401. It is a not-for-profit private corporation (a private entity) entering into a contract with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to said contract; and

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledge to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledge by each party to this Agreement), it is agreed by the MUNICIPALITY and HSMC as follows:

SUMMARY OF SERVICES.

1. **Animals Taken into Custody.** HSMC will operate an impoundment facility to humanely receive, hold, treat, care for and dispose of all animals taken into custody by law enforcement or humane officers pursuant to §173.13, Wis. Stats., except stray animals, as well as keep accurate records thereof of all of the animals brought to HSMC. HSMC may obtain ownership of animals if unclaimed within the statutory 7-days for eventual adoption or relocation, as permitted by law. Disposal costs of animals described above that are brought in shall be included in this Agreement.
2. **Animals Held for Cause.** HSMC will operate an impoundment facility to humanely receive, hold, treat, care for, dispose of “Animals Held for Cause,” by the MUNICIPALITY, as required by law and in coordination with law enforcement, humane officer and the Courts of Marathon County as well as keep accurate records thereof of all of the animals brought to HSMC. Where necessary, the MUNICIPALITY shall be responsible for extraordinary

veterinarian expenses of any animal brought to the HSMC under this section.

1.0 COMPENSATION. MUNICIPALITY shall compensate HSMC for services detailed in this agreement on a fee for service basis as describe in Schedule A, attached thereto and incorporated herein by reference. All fees include initial vaccinations except rabies, certain veterinarian well checks as required by law.

2.0 NOTIFICATION. Municipality will rely on notification first from their Law Enforcement or Humane Officers. HSMC agrees to cooperate with the MUNICIPALITY by providing secondary notice to the MUNICIPALITY via phone call or e-mail within **5 business days**, not including weekends or holidays, of receipt of an animal subject to this Agreement. HSMC will provide prompt and accurate accounting of any charges made to MUNICIPALITY pursuant to Schedule A attached hereto. HSMC will also provide documentation and testimony as needed to facilitate MUNICIPALITY’S actions to seek payment, or any other form of reimbursement, for the custody, care, or treatment of any animal subject to this Agreement which is permitted by law.

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the initial term of this agreement shall be three (3) years commencing January 1, 2025 and shall expire on December 31, 2027. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.

3.2 Renewal Procedures. The Agreement shall not renew automatically and nothing in this Agreement shall be construed as requiring MUNICIPALITY or HSMC to renew the Agreement. In the event that either party desires to extend this agreement beyond its one-year obligation, as described in 3.1, the party requesting the renewal must provide notice to the other party by 60-days prior to the expiration date.

4.0 DEFINITIONS. As used in this Agreement and in all discussions leading to and throughout the Term of this Agreement, the following words shall have the meanings provided below:

4.1 Abandoned Animal: Is a domesticated animal left for any length of time without apparent and adequate provision for its food, water, or other care as is reasonably necessary for the animal’s health whose owner is known. Said animal may be taken into custody and held for cause as set forth below.

4.2 Animal Taken into Custody: As that term is used in §173.13, Wis. Stats., means animals taken into custody by law enforcement or humane officers employed by the MUNICIPALITY as follows: abandoned, unwanted, untagged, unlicensed, not confined in violation of a quarantine order, an animal that has caused damage to a person or property, an animal that has participated in an animal fight or has been mistreated by a person in violation of Chap. 951, Stats., or delivered by a veterinarian pursuant to law, but does not include stray animals.

4.3 Animal Held for Cause: As that term is used in Wis. Stat. §§173.21 and 22, Wis. Stats. As follows: Animals held on behalf of MUNICIPALITY because there is reasonable cause to

believe that the owner has mistreated the animal in violation of Chap. 951, Stats., or that the animal poses a significant threat to public health, safety or welfare, or the animal may be used as evidence in pending prosecution, or by court order. Such animals are only ‘boarded’ at HSMC and are NOT subject to adoption without agreement of the parties or further Court order.

- 4.4 Domesticated Animal:** Dogs, cats, birds, domesticated rodents (rabbits, guinea pigs, hamsters, mice) domesticated weasels (mink, chinchillas, ferrets) domesticated birds, fish, reptiles, amphibians, invertebrates, or any other species of **domestic, exotic or hybrid** animal sold, transferred, or retained for the purpose of being kept as a household pet, except livestock, as defined below:
- 4.5 Livestock:** Horse, bovine & bison, sheep, goat, pig, llama, alpaca, farm-raised deer, rodents, weasels, poultry, or fowl kept and husbanded for food, fur or by-product. Livestock are not within the scope of this Agreement.
- 4.6 Owner:** Includes any person who owns harbors or keeps an animal.
- 4.7 Stray:** A “domesticated animal” whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. Stray animals are not within the scope of this Agreement.
- 4.8 Surrender:** Is any animal that has been voluntarily handed over to HSMC by its owner, handler or other legal representative (i.e., guardian, personal representative, trustee or agent under a durable power of attorney) and not any humane officer or law enforcement officer. Surrender Animals are not within the scope of this Agreement.
- 4.9 Unclaimed Animal:** An animal may be deemed unclaimed by MUNICIPALITY under the following circumstances:
- 4.9.1** The owner has received notification that an animal has been taken into custody and of the procedures and requirements for return, and the owner informs the MUNICIPALITY in writing that he or she will not claim the animal.
 - 4.9.2** The animal was taken into custody because it was abandoned, untagged, unlicensed, or delivered by a veterinarian, and within 7 days after custody is taken, the animal is not claimed by its owner and no petition has been filed in circuit court for the review of its seizure or withholding.
 - 4.9.3** The animal is not claimed by its owner within 7 days of the end of a quarantine period if the MUNICIPALITY demands that the owner claim the animal and pay for the custody, care and treatment.
 - 4.9.4** The owner is ordered to pay or post bond for the payment of costs of custody, care or treatment of the animal, and refuses to do so upon demand.

- 4.10 Wild Animal:** The definition of “wild animal” is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild Animals are not within the Scope of this Agreement.

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

- 5.1 Cooperation.** HSMC agrees to use reasonable methods in working with all MUNICIPALITY departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein and in paying for such services.
- 5.2 HSMC Personnel.** HSMC agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of MUNICIPALITY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with MUNICIPALITY. MUNICIPALITY shall have no authority over any aspect of HSMC’S personnel practices and policies and shall not be liable for actions arising from such policies and practices.
- 5.3 Technical Assistance and Transportation of Animals.** MUNICIPALITY is not purchasing transportation services from HSMC, and HSMC shall have no ongoing obligation to pick up or transport ANY animal covered by this Agreement.
- 5.4 Facility Access.** HSMC will provide, or assure the availability of an appropriate facility that will provide admitting of animals subject to this agreement 24 hours per day, 7 days per week. This intake facility / room will be made available to MUNICIPALITY law enforcement or humane officers to bring in such animals. MUNICIPALITY and its law enforcement officers agree to complete the “Officer Impound” form. Facility will be open to private individuals during normal operating hours.
- 5.5 Services for all Animals.** HSMC agrees to provide services to MUNICIPALITY for professional, humane and ethical impoundment, animal shelter, care services, treatment and humane disposal of any animal within the scope of this agreement.
- 5.6 Disposition of Animals.**
- 5.6.1** MUNICIPALITY shall make reasonable efforts to notify owners regarding the grounds for the taking of any animal into custody and the procedures and requirements for return, pursuant to §173.13, Wis. Stats.
 - 5.6.2** MUNICIPALITY shall advise HSMC whether animals may be returned to owners when claimed, unless the MUNICIPALITY directs HSMC to withhold the animal from its owner for cause.
 - 5.6.2.1** Animals may be returned when claimed if they were taken into custody because they were abandoned, untagged, unlicensed, caused damage to

persons or property, or delivered by veterinarian, pursuant to §173.23, Wis. Stats.

5.6.2.2 Animals may be withheld from their owners where the MUNICIPALITY has reasonable grounds to believe that the owner has mistreated the animal in violation of Chap. 951, Wis. Stats., the animal poses a significant threat to public health, safety or welfare, the animal may be used as evidence in a prosecution, or a court has ordered the animal withheld for any reason, pursuant to §173.21(1), Wis. Stats.

5.6.3 HSMC shall also make reasonable attempts to identify, locate, and make contact with the animal's owner in order to arrange for either the surrender of the animal or the return of the animal, as set forth herein.

5.6.4 In the event MUNICIPALITY directs HSMC to withhold an animal from its owner, MUNICIPALITY shall petition the circuit court for an order doing any of the following with respect to the animal: 1) Providing for payment for the custody, care, or treatment of the animal; 2) Requiring the owner of the animal to post a bond for the costs of custody, care or treatment of the animal pending the outcome of any other proceeding; 3) Authorizing the sale, destruction or other disposal of the animal, pursuant to §173.23(3), Wis. Stats.

5.7 Claim and Return.

5.7.1 Animals which are permitted or ordered returned to their owners shall be returned upon the happening of all of the following: 1) The owner claims the animal and provides reasonable proof of ownership to HSMC; 2) If vaccination is required by statute or ordinance, the animal is vaccinated or assurance of vaccination by prepayment is given to HSMC; 3) If licensure is required by statute or ordinance, proof that the animal is licensed is provided to HSMC within 72 hours of return; and 4) All charges for custody, care, vaccination or treatment care are paid to HSMC.

5.7.2 In the event an owner refuses to pay for custody, care, vaccination or treatment care, HSMC may elect to return the animal to its owner and charge MUNICIPALITY for same in accordance with Schedule A. MUNICIPALITY may, in turn, petition the circuit court for redress from the owner, as set forth in par. 5.6.4, above and applicable Wisconsin Statutes.

5.8 Unclaimed Animals. MUNICIPALITY shall be responsible for the determination of whether an animal shall be deemed unclaimed. Upon making said determination, MUNICIPALITY shall notify HSMC and pay the disposition fee set forth in Attachment A to HSMC.

5.9 Communication: Parties agree to communicate in a timely manner if either party has concerns on processes or procedures in handling animals under this contract.

- 5.10 Ethical and Humane Treatment.** HSMC agrees it will use the best practices for care, housing, treatment, adoption or final disposition (euthanize, transfer or adoption) of all animals within the scope of this agreement and in compliance with all federal, state and local laws.
- 5.11 Not an Exterminator.** MUNICIPALITY agrees that HSMC does not provide services for any animal that would be best handled by a ‘pest’ exterminator.
- 5.12 Review of Services to All Animals.** HSMC agrees that MUNICIPALITY or its designated agent shall have access to HSMC executive officer or president of the HSMC Board of Directors in order to verify compliance with the terms of this Agreement during regular business hours.
- 5.13 Records.** HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment and redemption records. Such records shall be made available to MUNICIPALITY as they request from time to time. Such records will be available electronically.

6.0 TERMINATION OF AGREEMENT.

- 6.1 Termination: No Cause.** Either party may terminate the Agreement, for any reason, at any time upon 30 days’ written notice.
- 6.2** In the event this Agreement is terminated, HSMC shall be paid for all outstanding services provided to date and MUNICIPALITY agrees to pay HSMC within 60 days for such services.
- 6.3** In the event this Agreement is terminated, MUNICIPALITY shall promptly remove all animals boarded pursuant to this agreement and place them with another impoundment facility. Notwithstanding termination of this agreement, until another impoundment facility has been arranged and the held animals removed, MUNICIPALITY agrees to pay the HSMC for its services at the agreed upon rate.

7.0 INSURANCE and INDEMNIFICATION.

- 7.1 Indemnification of MUNICIPALITY.** HSMC shall indemnify, hold harmless and defend MUNICIPALITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which MUNICIPALITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of HSMC furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of MUNICIPALITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of HSMC and MUNICIPALITY under this paragraph shall survive the expiration or termination of this Agreement.

7.2 Insurance. In order to protect itself and MUNICIPALITY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Comprehensive General Liability - \$1,000,000.00 combined single limit.
- Business Auto - \$1,000,000.00 Combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work.
- Umbrella coverage - \$1,000,000.00 minimum.

7.2.1 MUNICIPALITY shall be given ten (10) days advance notice of cancellation or nonrenewal. After execution of this Agreement and upon request of MUNICIPALITY, HSMC shall furnish MUNICIPALITY with a certificate of insurance.

7.2.2 In the event any action, suit or other proceeding is brought against MUNICIPALITY upon any matter herein indemnified against, MUNICIPALITY shall give reasonable notice thereof to HSMC and shall cooperate with HSMC'S attorneys in the defense of the action, suit or other proceeding.

8.0 NOTICE TO PUBLIC AND PRIVATE OF NONAFFILIATION.

HSMC may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HSMC agrees that it shall inform all outside contractors, promoters, and the public that the HSMC is not a legal entity, agency or subdivision of MUNICIPALITY.

9.0 NOTICES.

9.1 Notices to MUNICIPALITY. Except as more specifically provided by the terms of this Agreement, notice to MUNICIPALITY shall be delivered via first class mail, return receipt requested, as follows:

Chris Voll Village President 1582 Kronenwetter Drive Kronenwetter, WI 54455	Jennifer Poyer Municipality Clerk 1582 Kronenwetter Drive Kronenwetter, WI 54455
--	---

9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to HSMC shall be delivered via first class mail, return receipt requested, as follows:

Lisa Held Leitermann Executive Director Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401	Amanda Molin President of the Board of Directors Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401
--	---

10.0 MISCELLANEOUS.

10.1 Integrated Agreement. This document together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein sets for the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

10.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

10.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court (State of Wisconsin).

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least change necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

10.4.1 Tense. Use of the singular number shall include the plural and one gender shall include all others.

11.0 ASSIGNMENT.

Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

12.0 THIRD-PARTY BENEFICIARIES.

By:Chris Voll Date
MUNICIPAL Village President

By: Jennifer Poyer Date
MUNICIPAL Clerk

This Agreement was drafted by:
Attorney Andrew W. Schmidt
Schmidt & Schmidt, S.C.
P.O. Box 146
123 Grand Avenue
Wausau, WI 54402-0146

Revised 1/17/25 by Lisa Leittermann