

Village of Allouez

Stray and Impound Animal Shelter Services Agreement

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between Village of Allouez (the "MUNICIPALITY") and the Wisconsin Humane Society (WHS).

RECITALS

WHEREAS, MUNICIPALITY desires to purchase services from WHS for the sheltering, care, treatment and humane disposal of stray, abandoned, and impounded animals located within the geographic limits of MUNICIPALITY; and

WHEREAS, WHS has acquired certain assets of the PRIOR ORGANIZATION, which previously provided similar services to MUNICIPALITY, and WHS and is presently situated to provide such services; and

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 WHS pursuant to the terms of this Agreement; and

WHEREAS, MUNICIPALITY's fiscal year runs from January 1 through December 31 of each calendar year; and

WHEREAS, WHS maintains a place of business located at the LOCAL WHS ADDRESS, but also uses other facilities and third-party facilities to pursue its mission; and

WHEREAS, WHS is a person 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

WHEREAS, MUNICIPALITY has the authority and/or obligation to enforce: (i) Chapter 951 of the Wisconsin Statutes ("Crimes Against Animals"); (ii) Chapter 174 of the Wisconsin Statutes ("Dogs"); (iii) Chapter 173 of the Wisconsin Statutes ("Animals; Humane Officers") and (iv) MUNICIPALITY ordinances (collectively the "Animal Care Laws").

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged 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 acknowledged by each party to this Agreement), it is agreed by MUNICIPALITY and WHS as follows:

1.0 SERVICES.

WHS agrees to provide the services detailed in this agreement. The parties agree that the responsibilities of WHS set forth in this Agreement apply only to the services detailed in this Agreement, and not to WHS's work relating to animals taken into custody for other municipalities, for private surrender, as a service to other animal welfare organizations, by operation of Wis. Stats. Sec. 173.19, or for any other reason.

2.0 COST.

The MUNICIPALITY shall pay for services detailed in this agreement on a fee for service basis as described in Schedule A, which is attached hereto and incorporated herein by reference.

3.0 TERM OF AGREEMENT.

3.1 Term. The term of this Agreement shall commence on January 1, 2020 and this Agreement shall terminate on December 31, 2020, unless sooner agreed to in writing by the parties or renewed as set forth in Paragraph 3.2 herein. The Agreement may also be terminated before the expiration in accordance with Section 6.0.

3.2 Renewal Procedures. Upon expiration of the initial term, this Agreement shall renew automatically for additional six (6) month renewal terms. The Agreement may be terminated earlier if subject to termination under Section 6.0.

4.0 DEFINITIONS.

As used in this Agreement, the following words shall have the meanings provided below:

4.1 Abandoned. A companion, exotic or livestock animal left for any length of time without apparent provision for its food, water, or other care as is reasonably necessary for the animal's health. An abandoned animal includes, but is not limited to, an animal owned by a known individual who, because of the owner's death, disability, incarceration, eviction or other like circumstance, is unable or unwilling to provide appropriate care for the animal.

4.2 Companion Animals. Dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, fish, reptiles, amphibians, invertebrates, or any other species of wild or domestic or hybrid animal sold, transferred, or retained for the purpose of being kept as a household pet, except livestock, as defined in subsection 4.5, *infra*.

4.3 Exotic Animal. An animal that is not normally domesticated in the United States or that is wild by nature and not native to Wisconsin.

4.4 Impound. The withholding of an animal from the owner under Wis. Stat. §173.21.

4.5 Livestock. Horse, bovine, sheep, goat, pig, llama, alpaca, farm-raised deer, rabbit raised for food, or domestic fowl, including farm-raised game bird.

4.6 Redemption. The identification and verification of ownership of a stray or abandoned animal and the return of the animal to its owner.

4.7 Seizure. The taking of an animal, whose owner is known, into custody by a humane or law enforcement officer pursuant to Wis. Stat. §173.13

4.8 Stray. A companion, exotic or livestock animal found wandering at large whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort.

4.9 Unclaimed. A companion, exotic or livestock animal that is found abandoned or stray whose owner has failed to redeem the animal.

4.10 Wild Animal. Any mammal, bird, fish, or other creature of a wild nature endowed with sensation and the power of voluntary motion.

5.0 DESCRIPTION OF SERVICES.

5.1 Cooperation. WHS agrees to use commercially reasonable methods in working with all MUNICIPALITY departments, agencies, employees and officers in providing the services described herein. The MUNICIPALITY agrees to use commercially reasonable methods in working with WHS in order to enable WHS to provide the services described herein and in paying for such services.

5.2 WHS Personnel. WHS agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of MUNICIPALITY. WHS shall ensure that its personnel are instructed that they do not have any direct individual contractual relationship with MUNICIPALITY. Except as otherwise provided in this Agreement, MUNICIPALITY shall have no authority over any aspect of WHS's personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 24-hour Drop Off Availability. WHS will provide, at WHS location or another appropriate facility, access so that authorized personnel operating within the geographical boundaries of MUNICIPALITY can drop off animals eligible for sheltering services under this Agreement during times when the facility is closed to the public.

5.4 Services for Abandoned and Stray Animals. WHS agrees to provide animal care services (as described below in this paragraph) as well as humane euthanasia and cremation services for companion, livestock and exotic animals that are found stray or abandoned within the geographical limits of MUNICIPALITY, and that are dropped off at WHS (or any other WHS-MUNICIPALITY approved facility). Animal care services shall include: (i) admitting services as deemed appropriate by WHS; (ii) daily custodial care; (iii) necessary and appropriate veterinary treatment; and (iv) redemption services. Animal care services purchased under the terms of this Agreement include those provided on the day the animal is admitted to WHS (or other approved facility) and for the required stray holding period under Wis. Stats. sec. 173.19 or the period the animal is in WHS'S custody, whichever is shorter.

5.4.1 WHS shall have the sole and exclusive right under this Agreement to provide those admitting services that it deems in its professional judgment are in the best interest of the animal and the shelter environment in which the animal is maintained.

5.4.2 Custodial care shall include for each animal cared for under the terms of this Agreement, the provision of: (i) adequate food and water to maintain the animal's health; (ii) daily status check; and (iii) adequate shelter as required by Wis. Stat. §951.44.

5.4.3 Necessary and appropriate veterinary care and treatment, beyond that provided every animal upon admission and the daily custodial care, shall be provided as determined necessary and appropriate in the sole discretion of WHS.

5.4.4 Redemption services shall include reasonable attempts to identify, locate, make contact with, and provide written notice to an animal's owner in order to arrange for either the surrender of the animal or the return of the animal to its owner. Said efforts will be made within the statutory holding period. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray and/or abandoned animals are never known or even identified such that WHS'S ability to find the owner is a legal impossibility and/or not possible with reasonable effort. WHS may charge and retain reasonable fees to owners redeeming animals.

5.4.5 Euthanasia. The decision to euthanize an animal shall be within the sole and absolute discretion of WHS. WHS agrees to abide by the applicable statutory holding periods before euthanizing any animal governed thereby.

5.4.6 Wildlife. The parties acknowledge that WHS provides custodial care, rehabilitation, and euthanasia services for sick, injured or trapped wildlife at its WHS location. The MUNICIPALITY is not purchasing any services for such wildlife by this Agreement.

5.5. Services for Impounded Animals. WHS agrees to provide animal care services (as described in this paragraph) as well as euthanasia and cremation services for companion, livestock and exotic animals that are seized within the geographical limits of MUNICIPALITY, and that are impounded by humane officers or law enforcement personnel at WHS location (or other approved facility) Animal care services shall include (i) admitting services as deemed appropriate by WHS; (ii) daily custodial care; and (iii) necessary and appropriate veterinary treatment. Custodial care shall include the provision of adequate food and water to maintain the animal's health; daily health checks; and adequate shelter as required by Wis. Stat § 951 14. Animal care services will be provided on the day the animal is admitted to either WHS location (or other approved facility) and until the animal is either removed from the facility, the animal is deemed unclaimed, the animal is returned to the owner, or ownership of the animal is transferred to WHS by order of any court of competent jurisdiction. The humane officer or law enforcement officer dropping any such animal off shall identify the name of the animal's owner, if known, and advise WHS of its impound status. The parties agree that WHS'S actual cost to provide these services is \$30 per animal per day and that this sum is reasonable and represents the established standard daily fee contemplated by sec. 173.15, Wis. Stats.

5.6 Notice and Penalties for Impounded Animals. The parties recognize that for various reasons, delays can occur in the process of achieving outcomes for impounded animals. The parties further recognize that avoidable delay is harmful not only to individual impounded animals, but also, because it creates unnecessary shelter crowding, to the overall processes by which WHS strives to support the welfare of all animals in its care and who may come into its care. For these reasons, the parties have chosen a notice-and-penalty mechanism to increase their alignment and urgency in these situations. These situations are likely to be unusual, but the parties have nevertheless chosen intentionally broad language to ensure that this mechanism will be available when it was needed. For these reasons, the parties agree to the following procedures with respect to impounded animals.

5.6.1 Notice by WHS. With respect to any impounded animal being provided animal care services by WHS, WHS shall have the unilateral right to require MUNICIPALITY to take custody of the animal upon ten (10) days written notice to MUNICIPALITY requesting that any such animal be picked up from WHS location (or any other WHS-MUNICIPALITY approved drop off facility). Said notice shall be delivered pursuant to the notice provisions set forth in Section 14 below.

5.6.2 Penalty. If MUNICIPALITY fails to pick up the animal by the 10th day after MUNICIPALITY has received the written notice described above, MUNICIPALITY shall be charged \$100.00 (one hundred dollars and no cents) per day (per animal) for each day thereafter that the animal remains in the care of WHS, in addition to any other charges permitted by this Agreement.

5.6.3 Livestock and Exotic Animal Impounds. WHS will provide animal care services as well as optional humane euthanasia and cremation services for livestock and exotic animals on a limited basis. The MUNICIPALITY shall provide as much notice as possible to WHS before impounding livestock and exotic animals and will work in good faith with WHS to recognize and deal with logistical challenges in housing these animals. WHS may deny admission or may require MUNICIPALITY to take custody impounded livestock and exotic animals with notice specified in section 5.6.1.

5.7 Rabies Control Services.

5.7.1 Quarantine Services. WHS agrees to provide animal care, isolation and observation and rabies testing services for animals as required by Wis. Stat §95.1. WHS agrees to provide such services on an as needed basis upon request of MUNICIPALITY. The parties acknowledge that rabies testing may be accomplished in two ways, namely (a) immediate euthanasia of the animal and brain pathology testing ("Euthanasia Testing"); or (b) 10-day quarantine of the animal with veterinary observation during the incubation period of the rabies virus ("Observation Testing"). WHS' obligation to perform Euthanasia Testing shall be in its sole and absolute discretion. If WHS refuses to perform Euthanasia Testing and opts instead to perform Observation Testing, MUNICIPALITY shall have the right to retrieve the animal from WHS location (or any other facility approved by agreement with MUNICIPALITY) and have Euthanasia Testing accomplished through a different vendor. WHS shall have no obligation to pick up or otherwise transport animals suspected of carrying the rabies virus to WHS location (or any other WHS-approved facility). The parties agree that this service applies to both impounded animals and stray and abandoned animals.

5.7.2 Owner Reimbursement for Rabies Observation and Testing Services. If the owner of an animal is known, WHS may seek reimbursement from such owner of any expenses incurred in connection with keeping the animal in isolation, the supervision and examination of the animal by a veterinarian, and the preparation of the carcass for laboratory examination.

5.7.3 Rabies Vaccination Program. WHS agrees to comply with all statutory mandates regarding the vaccination of animals against rabies.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination; No Cause. Either party may terminate this Agreement, for any reason, at any time upon 60 days' written notice.

6.2 Termination for Cause. The following shall constitute grounds for termination by the non-breaching party 30 days from written notice of termination:

6.2.1 WHS' failure to cure, within 30 days of written notice of breach, a substantial violation of any State, Federal or local law governing the services provided under this Agreement, as expressed by applicable statutes, rules and regulations.

6.2.2 WHS' failure to obtain, within 30 days of written notice of breach, any license or certifications required by law for the provision of the services required by this Agreement.

6.2.3 The MUNICIPALITY's failure to cure, within 30 days of written notice of breach, a failure to timely pay for services rendered under this Agreement.

7.0 INDEMNIFICATION/INSURANCE.

7.1 Indemnification of MUNICIPALITY. WHS 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 any breach of this agreement by WHS, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from (1) the acts or omissions of MUNICIPALITY, its agencies, boards, commissions, officers, employees or representatives, or (2) the acts or omissions of third parties. The obligations of WHS under this paragraph shall survive the expiration or termination of this Agreement.

7.2 Indemnification of WHS. The MUNICIPALITY shall indemnify, hold harmless and defend WHS, 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 WHS, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of any breach of this agreement by MUNICIPALITY, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from (1) the acts or omissions of WHS, its agencies, boards, commissions, officers, employees or representatives, or (2) the acts or omissions of third parties. The obligations of MUNICIPALITY under this paragraph shall survive the expiration or termination of this Agreement.

7.3 Insurance. WHS shall procure and maintain throughout the term of this AGREEMENT, without any additional expense to MUNICIPALITY the following insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

7.3.1. Worker's Compensation and Employers Liability Insurance WHS shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. WHS shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

7.3.2 Commercial General Liability and Automobile Liability Insurance WHS shall provide and maintain the following commercial general liability and automobile liability insurance:

7.3.2.1 Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

7.3.2.2. Limits – WHS shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to MUNICIPALITY or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability- One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability- Five Million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

4. Professional Liability – WHS will ensure that each veterinary performing services covered under this Agreement will have current professional liability insurance.

7.3.2.3. Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. MUNICIPALITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of WHS; premises occupied or used by WHS; and vehicles owned, leased, hired or borrowed by WHS. The coverage shall contain no special limitations on the scope of protection afforded to MUNICIPALITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

2. WHS'S insurance as required by this paragraph 7.3 shall be primary insurance as respects MUNICIPALITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by MUNICIPALITY, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to coverage for such claims.

3. WHS'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or WHS, except after 60 days, or 10 days for non-payment of premium, prior written notice by U.S. mail has been given to MUNICIPALITY.

7.3.3. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to MUNICIPALITY.

7.3.4. Evidences of Insurance - Prior to execution of the agreement, WHS shall file with MUNICIPALITY a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1 - 6.

8.0 ASSIGNMENT/TRANSFER. WHS shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of MUNICIPALITY unless otherwise provided herein, provided that claims for money due or to become due WHS from MUNICIPALITY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to WHS shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. WHS shall promptly provide notice of any such assignment or transfer to MUNICIPALITY.

9.0 FACILITY INSPECTION. Any animal sheltered by WHS pursuant to the terms of this Agreement may be viewed by the humane officer or law enforcement officer and/or other designated representative of MUNICIPALITY during the holding period to ascertain the animal's health and care, while accompanied by a WHS representative or staff member, during regular business hours or by mutual arrangement.

10.0 NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by MUNICIPALITY of any breach of the covenants of this Agreement or a waiver of any default of WHS and the making of any such payment or acceptance of any such service or product by MUNICIPALITY while any such default or breach shall exist shall in no way impair or prejudice the right of MUNICIPALITY with respect to recovery of damages or other remedy as a result of such breach or default.

11.0 PAYMENT. MUNICIPALITY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule A, which is fully incorporated herein by reference.

12.0 REPORTS. WHS agrees to make such monthly and annual reports as are required in the attached Schedule B, which is fully incorporated herein by reference. Further, upon request, WHS shall provide copies of any document constituting a "record" under Chapter 19 of the Wisconsin statutes.

13.0 COMPLIANCE WITH STATE OF WISCONSIN OBLIGATIONS. WHS warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, WHS shall notify MUNICIPALITY immediately, in writing, of any change in its registered agent, its registered agent's address, and WHS' legal status.

14.0 NOTICE.

14.1 Notice 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:

Village of Allouez
1900 Libal St
Green Bay, WI 54301

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

Anne Reed, President & CEO
Wisconsin Humane Society
4500 W. Wisconsin Avenue
Milwaukee, WI 54911

15.0 MISCELLANEOUS.

15.1 Integrated Agreement. This document together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein sets forth 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.

15.2 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.

15.3 Choice of Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

15.4 Construction.

15.4.1 Construction Against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

15.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

15.4.3 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 changes necessary so as to be valid and enforceable and consist with the intent of such provision as originally stated.

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

15.5 Dispute Resolution. If a dispute arises from or relates to this contract, the parties agree that upon request of either party they will request the mediation of a mutually selected professional and try in good faith to settle the dispute within 30 days of that request. The MUNICIPALITY Administrator and the President/CEO of WHS, shall participate personally in these settlement efforts. If the dispute is not resolved within 30 days of the mediation request, either party may demand arbitration, by a single arbitrator, administered by the American Arbitration Association under its Commercial Arbitration rules. The parties are including this arbitration provision in this Agreement in order to provide both parties with a way of resolving disputes within the context of a two-year contract with limited powers of unilateral termination. Therefore, the arbitrator shall interpret the rules whenever possible in a way that will serve that purpose and expedite the resolution of the proceeding. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties, but he/she shall not award attorneys' fees. Either party may apply to the arbitrator seeking injunctive or specific performance relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the appointment of an arbitrator.

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

17.0 THIRD-PARTY BENEFICIARIES. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other

municipality located within the geographic limits of MUNICIPALITY. **[Adjust as needed for county/municipality arrangements.]**

18.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

19.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

20.0 WARRANTY OF CAPACITY TO EXECUTE.

20.1 Jim Genrich-Village President and Debbie Baenen-Village Clerk-Treasurer, warrant that they have the legal authority to execute this Agreement on behalf of MUNICIPALITY and to receive the consideration specified in it, and that neither they nor MUNICIPALITY have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement,

20.2 Anne Reed, President/CEO of WHS, warrants that he/she has the legal authority to execute this Agreement on behalf of WHS and to receive the consideration specified in it, and that neither he/she nor WHS have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR PROVIDER:

Date Signed: _____
_____ WHS Executive Director/President/CEO

FOR MUNICIPALITY:

Village of Allouez
Dated this ____ day of _____, 2020

Jim Genrich -Village President

Attest:

Debbie Baenen-Village Clerk-Treasurer

APPROVED AS TO FORM:

Provisions have been made to pay the liability that will accrue hereunder.

SCHEDULE A
PAYMENT

1.0 **Costs.**

MUNICIPALITY agrees to pay for services covered by this agreement the sum of \$2014.50 annually, payable in equal monthly payments of \$167.88

Any services requested by MUNICIPALITY, but not covered under this contract, may be provided by WHS in its discretion, and any such services will be billed to MUNICIPALITY on an as incurred basis.

2.0 **Method of Payment.**

2.1 WHS shall submit an invoice to MUNICIPALITY by the 10th day of each month for the services provided in the preceding month. MUNICIPALITY shall pay the statement within ten (10) days of receipt thereof. Invoiced amounts not paid within 10 days shall bear interest thereafter at the rate of 3% annually.

SCHEDULE B REPORTS

Costs billed by WHS to MUNICIPALITY will be paid with public funds. The parties acknowledge that as a custodian of public funds, MUNICIPALITY has an interest in understanding the expenses incurred by WHS in providing services under this Agreement. With that understanding, WHS agrees to provide MUNICIPALITY with the reports described below.

1.0 By the 10th day after every month of service covered by this Agreement, WHS shall submit to Village of Howard, a written report that shall contain the information described in 2.0 below regarding the services purchased by MUNICIPALITY during the previous month of service. The parties have agreed to the form of report to be used and an exemplar of the report is attached as Exhibit 1 to Schedule A of the Agreement. Annually WHS shall provide the information described in 2.0 below regarding all services purchased by MUNICIPALITY as served by WHS.

2.0 For each of the following categories of animals, WHS shall report the information described in 2.1 to 2.3, below: "Dogs", "cats", "livestock" and "others".

2.1 Total number of animals in each category that were admitted as stray or abandoned animals.

2.2 Total number of animals in each category for which WHS provided custodial care and the total number of days for which custodial care service was provided.

2.3 Total number of animals in each category that were euthanized.

2.4 The parties agree to work collaboratively to deliver more detailed information to provide MUNICIPALITY the ability to easily audit the aggregate numbers referenced in 2.1, 2.2, and 2.3.

