

# HAWWS

**Humane Animal Welfare Society**

701 Northview Road  
P.O. Box 834  
Waukesha, WI 53187  
Phone: 262-542-8851  
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[www.hawwpets.org](http://www.hawwpets.org)

September 1, 2018

City of Waukesha  
201 Delafield Street  
Waukesha, WI 53188

Dear Sir/Madam,

The Humane Animal Welfare Society of Waukesha County is pleased to have provided animal care and control services to your Municipality over the past three years. We look forward to again serving the residents and animals in your community in 2019. I hope our services have met with your expectations and welcome your input or suggestions as to how we may improve our service to you. We feel it a privilege to be able to provide humane care and assistance to the lost, homeless, injured and abandoned or abused animals in Waukesha County and value your trust and confidence in our programs.

Enclosed please find two copies of our renewal Service Agreement for the upcoming years 2019, 2020 and 2021. Please sign one copy and return it to our office and retain one copy for your records. As always, should you have any questions please feel free to contact me at the Society.

Yours truly,



Mark Hess  
Operations Manager

**The Humane Animal Welfare Society of Waukesha County leads the community  
in animal welfare and assures sanctuary for animals in need.**

## SERVICE AGREEMENT

This Agreement is entered in to this 1st day of January, 2019 (hereinafter "Effective Date") by and between the **City of Waukesha**, existing under the laws of the State of Wisconsin, with its principal offices located at **201 Delafield Street, Waukesha WI 53188** (hereinafter "Municipality"), and the Humane Animal Welfare Society of Waukesha County, Inc, a Wisconsin corporation, with principal offices located at 701 Northview Road, Waukesha, Wisconsin (hereinafter "HAWS").

WHEREAS, the Municipality is seeking services related to the care, management, sterilization, and placement of stray, abandoned, neglected, abused or injured animals, hereinafter "Services",

WHEREAS, HAWS is an organization offering such Services and willing to provide such Services to the Municipality;

NOW THEREFORE BE IT RESOLVED, the following document sets forth the terms and conditions for the provision of such Services and related consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. SERVICES

ANIMAL DROP OFF SERVICES: HAWS agrees to accept animals as they are delivered to HAWS by the officials of the Municipality and/or citizens, during normal operating hours. Municipal law enforcement personnel may have access to the stray drop off area 24 hours per day.

HAWS ANIMAL TRANSPORTATION: HAWS agrees to pick up stray, abandoned or injured domestic animals and sick or injured wildlife (which pose a health hazard to the public) and transport said animals. Animal transportation shall be provided 24 hours a day, seven days a week including holidays.

HUMANE CARE: All animals, received by HAWS from the Municipality, shall be provided with shelter, food, water and necessary health care services, in accordance with state laws.

SPECIAL ANIMALS SERVICES: HAWS will maintain a quarantine facility for any animal delivered to HAWS for having bitten a person. Quarantine will be for a period of ten days in accordance with state law. In cases of animal abuse or neglect, HAWS shall provide Humane Care to the animal for a period of seven days. The Municipality may request HAWS to continue to board an animal beyond these standard periods. Requests should be made in writing with a time period jointly agreed upon.

RECLAIM: In the event an owner reclaims a lost animal, HAWS will collect and receive any and all fees associated with boarding, pick up and transportation charges from the owner. These fees shall be the property of HAWS. HAWS will collect and transfer municipal fines as requested. At such time, HAWS shall require the citizen to

transfer municipal fines as requested. At such time, HAWS shall require the citizen to provide proof of animal licensure and proof of vaccination(s) as required under state law. No animals shall be released from HAWS without this proof.

DISPOSITION: Domestic animals may be placed up for adoption after evaluation. HAWS shall have sole right to determine an animal's suitability for placement. To control the population of animals in the Municipality, and to provide for the health of the animals, animals will be sterilized, microchipped, and vaccinated. Any animal HAWS determines is unsuitable for adoption shall be humanly euthanized.

EMERGENCY RESCUE: HAWS shall provide Emergency Rescue services to animals in the Municipality. In an emergency, HAWS shall remove the animal from the situation and provide immediate medical care to relieve pain and sustain the animal's life. Animals requiring veterinary services will be transported to an emergency veterinary facility when possible. Following rescue, HAWS shall also provide rehabilitative services for said animal, where possible. HAWS will employ staff trained in emergency animal capture procedures and provide equipment for such services.

EUTHANASIA SERVICES: HAWS shall provide humane animal euthanasia and cremation services for citizens of the Municipality, upon request of such citizen. Any fees associated with this process shall be paid by the Citizen.

FACILITY ACCESS: HAWS shall maintain a clean and accessible facility for citizens to avail themselves of the Services described herein. Such facility shall be open to the public on a regular posted schedule, which may be revised by HAWS, as needed.

RECORDS: HAWS shall maintain records of all Services described herein, which shall be made available to the Municipality upon written request.

STATE LAWS: HAWS shall comply with all state and federal laws concerning its operations, services and facilities.

## **2. FEES**

- 2.1 HAWS agrees to service the City of Waukesha for an annual fee of \$45623.00 per year. No additional fees will be charged to the municipality for services.
- 2.2 Fees shall be paid by the Municipality to HAWS on an annual basis. The Municipality shall remit such fees to HAWS within 45 days of the Effective Date of this Agreement or from the date of invoice, or in accordance with prior arrangements made with HAWS.

## **3. TERM AND TERMINATION**

- 3.1 This Agreement shall be in full force and effect until December 31, 2019 and shall automatically renew for one-year terms thereafter (hereinafter

“Renewal Date”), unless the Municipality chooses the 1-year Service Option as specified below.

- 3.2 This Agreement may be terminated by either party upon providing 60 days written notice to the other party prior to Renewal Date.
- 3.3 This Agreement may be immediately terminated by either party should the other party become insolvent, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or someone files a petition of involuntary bankruptcy on behalf of the party.

*Please specify your desired contract term and initial.*

\_\_\_\_ (initial) **City of Waukesha chooses a 1 year Service Option term.**

\_\_\_\_ (initial) **City of Waukesha chooses the 3 year Service Option. Our service fees will remain the same for each year, with billing for the contract years 2019, 2020 and 2021 to occur in the December prior to those years.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

*Humane Animal Welfare Society  
Of Waukesha County, Inc.*



By: Mark Hess, Operations Manager

*City of Waukesha  
Waukesha, WI*

By: Municipal Official