



CITY OF WAUKESHA

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Committee: Finance	Date: 11/9/2021
Common Council Item Number: ID#21-3102	Date: 11/16/21
Submitted By: Brian Running	City Administrator Approval: Kevin Lahner, City Administrator
Finance Department Review: Bridget Souffrant, Finance Director	City Attorney's Office Review: Brian Running, City Attorney
Subject: Discussion and recommendation to council regarding renewal of contract with HAWS for animal impoundment and acre services.	

Details:
 The City has been in a contract with Humane Animal Welfare Society for animal impoundment and care services for the past three years. It allows City workers to drop off found strays, animals taken from abuse or neglect situations, etc., and HAWS cares for them until they are claimed, adopted, or otherwise disposed of. The current contract requires an annual payment of \$45,623 for the services.

The renewal contract is not changed in any substantive way, including the price. It would be for the term 1/1/22 through 12/31/2024. A copy of the renewal contract is attached.

Options & Alternatives:
 There is no practical alternative, and the current arrangement works well.

Financial Remarks:
 The \$45,623 annual fee is in the General Fund (0100) Animal Shelter account 2920.52990.

Executive Recommendation:
 Approval of renewal of HAWS contract is recommended.



Humane Animal Welfare Society Service Agreement

This agreement is entered into the 1st day of January, 2022 (hereinafter "Effective Date") by and between the City of Waukesha, existing under the laws of the State of Wisconsin, with principal offices located at 201 Delafield Rd., 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, WI 53188 (hereinafter "HAWS").

WHEREAS, the Municipality is seeking impounding 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 is 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 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 ANIMAL 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 of Wisconsin (hereinafter "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 for an extended time period jointly agreed upon should be made in advance in writing.

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 provide proof of animal licensure and proof of vaccination(s) as required under State law. No animal shall be released from HAWS without this proof. An animal will be considered unclaimed following state statute 173.19.

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 animals HAWS determines unsuitable for adoption shall be humanely 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 citizens for personally owned animals. Any fees associated with this process shall be paid by the citizen requesting euthanasia.

FACILITY ACCESS: HAWS shall maintain a clean and accessible facility for citizens to seek Services described herein. 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 LAW: HAWS shall comply with all State and Federal laws concerning its operations, services, and facilities.

2. FEES

- 2.1 HAWS agrees to provide Services to the City of Waukesha for an annual fee of **\$45,623.00** . 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 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, 2024**, (hereinafter "Renewal Date") before which time a new Agreement will be sent to the Municipality for the next three-year term.
- 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.

This Agreement with the City of Waukesha is for the three calendar years of 2022, 2023 and 2024, for which HAWS' annual fees will remain the same.

Dated this 2nd day of November, 2021.

Please return this signed Agreement with full payment for 2022 Services (see invoice). Keep a copy for your records.

Humane Animal Welfare Society of Waukesha County, Inc.

Andrés García 11/2/21
By: Andrés Garcia, Field and Facilities Manager

City of Waukesha, Waukesha, Wis.

By: Municipal Official