

CITY OF LA CROSSE
Animal Services Agreement

This Animal Services Agreement ("Agreement") entered into this ____ day of ____, 2022 between the **City of La Crosse**, (hereinafter referred to as "City"), a Wisconsin Municipal Corporation, located at 400 La Crosse Street, La Crosse, Wisconsin 54601, and the **Coulee Region Humane Society, Inc.**, (hereinafter referred to as the "Society"), a Wisconsin non-profit corporation, with its principal place of business at 911 Critter Court, Onalaska, Wisconsin 54650.

WHEREAS, the City distributed an RFP for, *inter alia*, animal sheltering services, which is attached as **Exhibit** _____,

WHEREAS, the Society submitted a proposal in response, which is attached **Exhibit** _____,

WHEREAS, the purpose of this Agreement is to define the terms and conditions for animal sheltering services.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. **Duration.** The duration of this Agreement shall commence on January 1, 2023 and expire on December 31, 2023 at 11:59 pm.

2. **Description of Society Services.**

A. General Services.

- i. Society Personnel. The Society will maintain or secure, at its sole expense, all necessary permits or licenses necessary to perform its services under this Agreement. Further, the Society will maintain or secure, at its sole expenses, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be the employees of the City.
- ii. Custody and Care. All stray or seized domestic animals delivered to the Society from the City will be accepted for impoundment in accordance with Wis. Stat. § 173.13. For purposes of this Agreement, domestic animals shall be defined as dogs, cats, birds, or other animals that are domesticated as a household pet, but does not include livestock and wild animals. The Society shall provide admitting services, adequate food, water, shelter, and humane care on behalf of the City, for the stray holding period as defined by Wis. Stat. § 173.19. Humane care shall include daily custodial care to impounded domestic animals, including any necessary and appropriate veterinary care or treatment.
- iii. 24-hour Drop Off Availability. The Society shall provide the City an appropriate facility that will provide admitting and animal care services twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days a year (24/7/265) for the animals dropped off by City humane and law enforcement officers operating within the geographical boundaries of the City. For animals that need to

be admitted outside the Society's regular business hours, the Society shall provide the City with the name and contact information of its representatives who will be "on call" outside the Society's regular business hours in order to open the facility and take custody of the animals.

- iv. Reclamation Services. The Society shall work with the City to provide reclamation services in accordance with Wis. Stats. §§ 173.19 and 173.23(1). These services shall include working with the City to make reasonable attempts to identify, locate, make contact with, or 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. The Society shall notify any individual attempting to reclaim or otherwise take custody of an animal that the City will be notified of such action and that the animal must be licensed by the City. To support the Society's reclamation services, the City shall provide "read-only" access to the City's animal license database, assuming such access is technologically feasible and does not impose an unreasonable cost on the City.
- v. Reporting. On a monthly basis, the Society shall provide the City Liaisons a report containing all the itemized fees paid and collected through the reclamation process.
- vi. Holding Period. Any animal impounded beyond the holding period in La Crosse City Code Section 6-7 – Impoundment of Animals, or Wis. Stat. § 173.19, will be considered property of the Society and may be tended to in accordance with Wis. Stat. § 173.23 (Disposition of Animals), at the discretion of the Society.
- vii. Records. For each animal brought into its care, the Society shall maintain adequate records consistent with Wis. Stat. § 173.17.

B. Special Services. Contingent upon written request by a City Liaison, the Society may perform the following:

- i. Emergency Assistance. During emergency situations, the Society may provide trained staff members to assist City humane and law enforcement officers. The Society's ability to provide assistance will depend on staff availability.
- ii. Non-domestic animals. At its sole discretion, the Society will provide impound and care for certain non-domestic animals.
- iii. State Lab Testing. The Society will send an animal to the State of Wisconsin Laboratory for necropsies or other testing for criminal cases. The Society shall do so under its own account.

3. **Payment for Services.** The City shall pay the Society as follows:

- A. Standard Services. The City shall pay a total fee of \$105,000.00 in twelve (12) equal monthly installments. In addition, the Society will retain all reclamation fees, as approved in the City's fee schedule, collected from pet owners.

- B. Special Services. The following rates shall be paid by the City for Special Services, as described in **Section 2, ¶ B** of this Agreement:
- i. Emergency Assistance. \$75.00 per hour per Society personnel.
 - ii. Non-domestic animals. Per day fee per animal for impound and care. The Society will bill the City at the applicable animal reclamation fee rates. The Society will bill the City for any veterinary services provided to these animals at cost.
 - iii. State Lab Testing. The City will reimburse the Society for all State lab testing, including shipping or transportation costs. The Society will provide the City an invoice with these detailed charges.
- C. City Credit. The Society acknowledges that the City has a credit of \$85,338.66 with the Society. Under the previous Agreement, the City overpaid the Society this amount. The City has not been reimbursed. The parties agree to apply this credit in full over the duration of this Agreement. This will modify the fee specified in Section 3, ¶ A, to a total of \$19,661.34.
4. **City Liaison.** For matters relating to Animal Enforcement and Control, the City Liaison will be the Assistant Chief of Police or their designee. For any other matters relating to this Agreement, the City Liaison will be the Director of Finance or their designee.
 5. **Construction.** The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength.
 6. **Nondiscrimination.** The Society shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, sexual orientation, actual or perceived gender identity, disability, marital status or national origin in connection with or related to the performance of this Agreement.
 7. **Governing Law.** This Agreement shall be governed by the laws of the State of Wisconsin as to interpretation, performance, and choice of law and shall be deemed to have been drafted through the combined efforts of both parties.
 8. **Independent Contractor.** It is understood and agreed that the Society, in the performance of the work and services agreed to be performed by it under this Agreement, shall not act as an employee of the City and none of its officers, employees, or agents shall obtain any rights to retirement benefits or other benefits which accrue to the City's employees, and the Society hereby expressly waives any claim it may have to any such rights. Each party shall be responsible for its own separate debts, obligations, and other liabilities.

- 9. **Waiver of Breach.** The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.
- 10. **Assignment.** Neither the City nor the Society may assign their duties and obligations under this Agreement to any third-party without the prior written consent of the other party.
- 11. **Notices.** All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the US mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, if a hard copy of the same is followed by delivery through US mail or by overnight delivery service as just describe above, addressed as follows:

To the City: Attn: City Clerk
 City of La Crosse
 400 La Crosse Street
 La Crosse, WI 54601

With a copy to: Attn: Assistant Chief of Police
 City of La Crosse
 400 La Crosse Street
 La Crosse, WI 54601
 Attn: Director of Finance
 City of La Crosse
 400 La Crosse Street
 La Crosse, WI 54601

To the Society: Attn: Executive Director
 Coulee Region Humane Society
 911 Critter Court
 Onalaska, WI 54650

Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

- 12. **No Personal Liability.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner, or employee of the City or Society have any personal liability arising out of this Agreement, and the parties shall not seek or claim any such personal liability.
- 13. **Insurance.** The Society shall, at its own expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:
 - A. Commercial general liability insurance of not less than \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage;

- B. Umbrella liability insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability;
- C. Professional liability insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
- D. To the extent that the Society employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability insurance within Wisconsin statutory limits.

On the certificate of insurance, the City shall be named as an additional insured on any general liability insurance and umbrella insurance. The certificate must state the following: The City of La Crosse, its officers, agents, and employees shall be additional insureds. Prior to execution of the Agreement, the Society shall file with the City a certificate of insurance 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. The Society shall provide the City with a thirty (30) day notice prior to termination or cancellation of the policy. The City reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

14. **Dispute Resolution.** Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof ("Dispute") shall be resolved with the following procedures:
- A. **Negotiation.** Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between individuals who have authority to settle the Dispute on behalf of the parties and this process should be completed within twenty (20) days (the "Negotiation").
 - B. **Arbitration.** If the parties cannot resolve the Dispute after reasonable efforts, either party may demand arbitration conducted in accordance with chapter 788, Wis. Stat., or any successor statute, by a single arbitrator, chosen by mutual agreement of the parties or, if they do not agree, by the Circuit Court for La Crosse County, on application of either party. The party demanding arbitration shall bear all the costs of arbitration. Chapter 788, Wis. Stat., or any successor statute, shall govern the arbitration proceedings, except that the parties waive any right to trial by jury if a dispute concerning the arbitration proceeding is resolved by a court. Each party is hereby authorized to file a copy of this Section in any proceeding as conclusive evidence of this waiver of jury trial by the other party.
 - C. **Remedies.** In the event of a Dispute, each party shall have all remedies available at law or in equity. This Agreement is intended to provide the parties with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement.
15. **Access to Records.** The Society, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. The City, or any of its duly authorized representatives, shall have access, at no cost to the City, to such books, records, documents, papers or any records, including electronic, of the Society

which are pertinent to this Agreement, for the purpose of a making audits, examinations, excerpts and transcriptions.

16. **Public Records Law.** The Society understands and acknowledges that the City is subject to the Public Records Law of the State of Wisconsin. As such, the Society agrees to retain all records as defined by Wis. Stat. § 19.32(2), applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. The Society agrees to assist the City in complying with any public records request that the City receives pertaining to this Agreement. Additionally, the Society agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, employees and authorized representatives for any liability, including, without limitation, reasonable attorney fees, related to or in any way arising from the Society's actions or omissions which contribute to the City's inability to comply with the Public Records Law. In the event that the Society decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the City whereupon the City shall take custody of said records assuming such records are not already maintained in the City. This provision shall survive termination of the Agreement.
17. **Compliance with Law.** The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.
18. **Authority.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
19. **Execution of Agreement.** The Society shall sign and execute this Agreement on or before ten (10) days of its approval by the Common Council, and the Society's failure to do so will render the approval of the Agreement by the Common Council null and void, unless otherwise authorized.
20. **Severability.** Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstances be in conflict with any state or federal law, or otherwise be rendered unenforceable, it shall be deemed severable and shall not affect the remaining provisions, provided that such remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.
21. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be amended, except pursuant to a written instrument signed by both parties.

[Signature Page to Follow]

IN WITNESS HEREOF, the parties have executed and delivered this Agreement effective the date set forth next to the City's signature below.

City of La Crosse

Coulee Region Humane Society, Inc.

BY: _____

BY: *Laura Olson*
Laura Olson

Mitch Reynolds, Mayor

Laura Olson, Board President

BY: _____

BY: *Heather Drievold*
Heather Drievold

Nikki Elsen, City Clerk

Heather Drievold, Executive Director

Subscribed and sworn to before me this _____ day of _____, 2022.

Subscribed and sworn to before me this 30 day of November, 2022.

Notary Public, State of _____

Tiffany Winchester
Notary Public, State of WI

My Commission: _____

My Commission: 02/07/2025

