

SERVICES AGREEMENT

THIS AGREEMENT is effective the first day of January 1, 2023, by and between the Village of Elm Grove, a municipal corporation, (“Municipality”) located at 13600 Juneau Boulevard, Elm Grove, Wisconsin 53122 and the Elmbrook Humane Society, Inc., a Wisconsin not for profit corporation, (“Provider”) located at 20950 Enterprise Avenue, Brookfield, Wisconsin 53045-5224.

IT IS AGREED by and between the parties herein as follows:

1. Municipality, for consideration hereinafter set forth, contracts with Provider for: the maintenance of animal pound facilities, the pickup and disposition of wildlife (when it is injured or poses a human health hazard), and the hold and disposition of cats, dogs, miscellaneous animals and birds. This is for the period commencing as of the date first above written and ending December 31, 2023, pursuant to the authority set out in Wisconsin Statutes Chapters 95, 174, 173, 951, and Municipality’s Animal Code.
2. Municipality shall pay Provider a total of \$8,925.00 (the “Fee”) in monthly payments of \$743.75, to be paid by the first of each month.
3. The Fee covers the following animal control and shelter services to be provided by Provider:
 - 3.1 Shelter, care, redemption and euthanasia services as needed for stray and abandoned animals located in the geographic limits of Municipality.
 - 3.2 Assist residents with wildlife when it is injured or it poses a human health hazard.
 - 3.3 Educate and inform residents on various wildlife problems and offer solutions. Assess, educate and inform residents regarding geese and deer problems.
 - 3.4 Provide live traps as needed and available.
 - 3.5 Care for and house animals impounded pursuant to any applicable law or regulation in exchange for the normal and customary per diem rate Provider charges members of the at-large community for the care and housing of such animals. Provider shall invoice Municipality for such per diem charges on a monthly basis. Invoiced amounts shall be due within thirty (30) days of the date of Provider’s invoice, without offset or deduction. Overdue payments shall bear interest at a rate of twelve percent (12%) per annum, or the highest rate permitted by applicable law, from the date due until paid.
 - 3.6 Pick up all stray animals as soon as Provider deems reasonably practicable after being notified by either law enforcement or a resident of Municipality.
 - 3.7 Provide educational information regarding animal welfare as requested by the public and law enforcement.
 - 3.8 Provide a phone referral service for domestic pet and wildlife concerns for residents.

- 3.9 Sponsor spay/neuter programs for adopted pets.
 - 3.10 Assist residents of Municipality with free temporary emergency shelter for animals, as space permits, when requested by local law and social service agencies.
 - 3.11 Take into custody an animal if the owner has become incapacitated due to death, illness, accident or abuse.
 - 3.12 Provide law enforcement, social services and building inspection with reasonable assistance regarding animal-related issues in Municipality.
 - 3.13 Maintain records of all actions identified in this Agreement and provide a summary activity report to Municipality on no less than a quarterly basis.
 - 3.14 Comply with applicable rabies and licensing laws.
4. The Fee further covers the following humane officer services to be provided by Provider for Municipality:
- 4.1 Provide Municipality with assistance in investigations of animal bites and investigations of alleged violations of statutes and ordinances relating to animals (including, without limitation, statutes and ordinances relating to animal fighting, neglect and abuse).
 - 4.2 Upon Municipality's reasonable request, inspect businesses within Municipality that offer live animals or amphibians for sale or that board animals.
 - 4.3 Issue abatement orders and do follow-up calls when necessary in Provider's reasonable judgment and consistent with applicable law.
 - 4.4 Request citations and prosecutions when necessary in Provider's reasonable judgment and consistent with applicable law.
 - 4.5 Seek subpoenas when necessary in Provider's reasonable judgment and consistent with applicable law.
 - 4.6 Other than writing citations, any additional humane officer responsibilities set forth in Chapter 173 of the Wisconsin Statutes.
5. Provider agrees to hold animals detained according to this Agreement under conditions, and for those time periods, required by law.
6. Where an owner or owner's representative requests that Provider release a detained animal, Provider shall require the owner to pay the costs of the boarding fees and all veterinary charges. These fees will be kept by Provider. If the owner does not reclaim the animal, the animal becomes the property of Provider after it is held by Provider for seven (7) days or as otherwise provided by law, whichever is shorter. If Provider is able to adopt the animal out to a new home, Provider shall keep all adoption fees.
7. Provider, subject to the provision of Chapter 174 of the Wisconsin Statutes, agrees to furnish an adequate shelter for animals detained under this Agreement with adequate facilities for the housing, feeding, special care and necessary exercise of all such animals.

All rooms, wards and cages shall be maintained in a sanitary manner, sufficiently lighted and adequately heated and ventilated. Separate areas shall be used for all animals confined as rabies suspects who are known to have bitten or scratched persons or other animals. Provider shall confine all animals which have bitten or scratched persons or other animals and hold them for the period necessary for adequate examination. Provider further agrees to segregate animals as needed to protect individual animals from injured or vicious animals.

8. A separate and complete record shall be maintained by Provider concerning each animal, including the date and time of impoundment, the amount of the impoundment fee, the disposition of said animal and the name of the person reclaiming the animal. In no event shall an animal be released within Municipality without proof of compliance with rabies vaccine law and a license. Municipality shall receive a monthly report.

9. Municipality shall be entitled, at all times during the term of this Agreement, to designate a non-voting liaison to Provider's Board of Directors.

10. The Provider shall indemnify the Municipality against any and all loss, damages, costs and expenses arising out of any third-party claim for bodily injury (including death) and/or property damage related to this Agreement, but only where such bodily injury and/or property damage is caused by Provider or its agents or employees while Provider is fulfilling its obligations pursuant to the Agreement.

11. Provider agrees that, in order to protect itself as well as Municipality under the provision of Section 7 above, Provider will at all times during the term of this Agreement keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance. Upon the execution of this Agreement, Provider will furnish Municipality with written verification of the existence of such insurance in the form of an unrestricted Certificate of Insurance or policy endorsement naming the Village of Elm Grove, its officers, employees, or agents as an additional insured.

12. In the event of any action, suit or proceeding against Provider upon any matter herein indemnified against, Provider shall, within five (5) working days give notice in writing to Municipality by certified mail addressed to its post office address.

13. This Agreement shall automatically be renewed from year to year on a calendar year basis on identical terms unless terminated upon sixty (60) days' written notice by certified mail by either party to the addresses set forth above.

14. Any renegotiation or modification of this Agreement shall be proposed in writing by the requesting party to the other party at least sixty (60) days prior to the expiration of the term of the Agreement. In addition, the effective date of any term as renegotiated or modified shall not commence until the commencement of the term next succeeding.

15. If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining covenants, restrictions, and provisions of this Agreement will remain enforceable.

16. In the event Provider becomes insolvent, files a petition of bankruptcy, makes an assignment for the benefit of creditors, or a petition of involuntary bankruptcy is filed

against said corporation, then and in that event, this contract shall become null and void at the option of Municipality.

17. It is understood and agreed that the entire agreement between the parties contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals at the Village of Elm Grove, Wisconsin.

Dated this ___ day of _____, 2022.

Neil Palmer, Village President
Village of Elm Grove

Sandee Policello, Village Clerk
Village of Elm Grove

Jennifer Kovacich, Board President
Elmbrook Humane Society, Inc.

Natalie Hoskins, Executive Director
Elmbrook Humane Society, Inc.