

AGREEMENT FOR IMPOUNDMENT, CARE, AND DISPOSITION OF STRAY ANIMALS

Between the Humane Society of Waupaca County and the Municipality Revised Feb. 25, 2026

1. Parties

This Agreement is entered into by and between the Humane Society of Waupaca County, Inc. ("HSWC") and the Town of Farmington ("Municipality").

2. Purpose

The purpose of this Agreement is to establish the responsibilities of HSWC and the Municipality regarding the intake, care, custody, and disposition of stray cats and dogs found within the Municipality and delivered to HSWC.

3. Intake of Stray Animals

3.1 Authorized Intake

HSWC agrees to accept stray cats and dogs taken into custody pursuant to Wis. Stat. § 173.13 when delivered by:

- Authorized representatives of the Municipality, or
- Verified residents of the Municipality.

"Verified residents" shall mean individuals providing reasonable proof of residency, such as a driver's license, state ID, or other documentation acceptable to HSWC.

3.2 Non-Resident Finders and Suspicious Circumstances

If a stray animal is found within the Municipality by a nonresident, or if circumstances appear suspicious or inconsistent, HSWC will refer the finder to the Municipality's designated representative or law enforcement. If a representative cannot be reached, HSWC will make a reasonable good-faith determination regarding intake based on the information available at the time.

4. Care, Custody, and Records

4.1 Care and Treatment

HSWC shall provide adequate care, housing, and treatment for all animals delivered under this Agreement.

4.2 Recordkeeping

HSWC shall maintain records consistent with Wis. Stat. § 173.17, including intake, disposition, and required documentation.

4.3 Disposition

HSWC shall release or dispose of animals in accordance with Wis. Stat. § 173.23 or pursuant to a court order.

5. Stray Hold Period

5.1 Minimum Hold

All stray cats and dogs shall be held for a minimum of six (6) full 24-hour days, beginning at the time of intake, subject to:

- Owner reclaim under Wis. Stat. § 173.23(1), or
- Disposition under Wis. Stat. § 173.23(4) for injured or dangerous animals.

5.2 Unclaimed Animals

After six (6) full days:

- The animal becomes an unclaimed animal under Wis. Stat. § 173.23(1m).
- Ownership transfers to HSWC by operation of law.
- HSWC may place, transfer, or humanely euthanize the animal.
- Any adoption fees collected thereafter belong solely to HSWC.

6. Adoption Requirements

6.1 Sterilization

HSWC shall not adopt out any cat or dog unless it is sterilized. If sterilization cannot occur prior to adoption due to age or medical factors, proof of prepayment for the procedure shall satisfy this requirement.

6.2 Microchipping

HSWC shall not adopt out any cat or dog unless it has been microchipped and properly registered with a national database.

6.3 Documentation

HSWC will maintain documentation of sterilization and microchip implantation and registration.

7. Fees and Billing

7.1 Impoundment Fees

The Municipality agrees to pay HSWC:

- \$131.00 per feline unit, and
- \$216.00 per canine unit

for each animal impounded during the term of this Agreement. These fees include euthanasia and disposal costs, if necessary.

7.2 Unit Definitions

Each cat or dog over six (6) months of age counts as one unit. Litters of three (3) or fewer kittens or puppies under six months count as one unit. Each additional group of up to three (3) littermates presented on the same day counts as an additional unit.

7.3 Billing Limitations

HSWC will bill the Municipality quarterly for stray animal impoundment:

- Found within the Municipality, and
- Delivered by municipal law enforcement, a verified resident, or approved non-resident.

In the event of a dispute regarding the location where an animal was found, the parties shall confer in good faith to resolve the matter.

7.4 Owner Reclaims

The Municipality will not be billed for animals reclaimed by their owners within the stray hold period. Owner will pay all fees.

8. Insurance

HSWC will maintain liability insurance, providing proof to the Municipality upon request. The parties agree to indemnify and hold each other harmless for claims arising from their own negligent acts or omissions.

9. Public Records

HSWC shall maintain complete intake, care, and disposition records. Only intake records are considered public records. Requests for records directed to the Municipality shall be handled in accordance with applicable public records laws.

10. Access

If requested, HSWC shall provide after-hours access to a designated representative of the Municipality for the purpose of delivering stray animals. Such access shall be provided in a manner that maintains facility security and staff safety.

11. Owner Reclaim Requirements

HSWC shall release an impounded animal to its owner or the owner's authorized representative when all of the following conditions are met:

- The owner or representative provides reasonable evidence of ownership and provides the owner's name and address.
- The animal is properly licensed, if licensing materials were provided by the Municipality.
- The animal is vaccinated for rabies, or the owner provides proof of prepayment or a refundable deposit held by HSWC until proof is provided.
- All charges for pickup, boarding, veterinary care, medications, treatment and grooming are paid.
- A representative claiming the animal provides written authorization from the owner.

HSWC will accept all payments and issue receipts. Any license or pickup fees collected by HSWC on behalf of the Municipality shall be remitted or credited to the Municipality's account on the quarterly bill.

12. Transfer of Ownership

Upon completion of the stray hold period, HSWC shall assume legal possession of the animal and determine its disposition.

13. Licensing

HSWC will issue licenses for eligible animals adopted into Municipalities that provide licensing materials.

14. Adoption Standards

HSWC reserves the right to refuse adoption of any animal for any reason consistent with its adoption policies. The Municipality has no authority over HSWC's adoption standards or decisions.

15. Owner Notification

For animals received through the Municipality, HSWC shall make reasonable efforts to notify the owner verbally and in writing if the owner and their contact information can be identified. Written notice shall comply with Wis. Stat. § 173.13(3).

16. Rabies Quarantine

Both parties agree to comply with Wis. Stat. § 95.21 regarding quarantine or sacrifice of animals suspected of biting a person or being exposed to rabies.

If no responsible party (such as the owner or County) is identified, the Municipality shall pay quarantine-related expenses.

Quarantine fees will include charges for necessary veterinary exams and higher impound rates for a minimum of 10 days. HSWC does not provide rabies quarantine services for the public.

17. Large-Scale Seizures

The fee schedule in this Agreement does not apply to:

- Hoarding cases,
- Animal abuse cases,
- Any situation involving a large number of seized animals, and/or
- Any situation involving animals requiring extended care.

Fees for such cases will be determined separately based on the number of animals, duration of care, and resource requirements.

19. Term

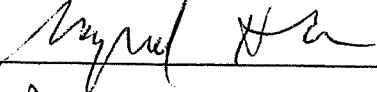
This Agreement is effective May 1, 2026 through April 30, 2029.

20. Signatures

Municipality Dated: April 21st, 2026

XBy: 

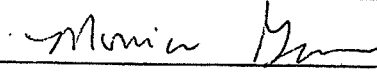
Title: Chairman - Kevin Will

By: 

Title: PRESIDENT

Humane Society of Waupaca County, Inc. Dated: 4-22-26, 2026

By: _____ Raymond Hansen, President

By:  Monica Gardner, Executive Director