

Buffalo County Resolution



Drafted By:
Roxann M. Halverson
Presented Month/Year:
November 2018
Involved Committees:
Finance

County Department:
County Clerk
Fiscal Impact: YES / NO

RESOLUTION # 19-01-04

A RESOLUTION TO PAY REMAINING DOG LICENSE FUND MONEY TO THE BUFFALO COUNTY HUMANE ASSOCIATION

WHEREAS, the Buffalo County Finance Committee has met with a representative of the Buffalo County Humane Association regarding funding sources for their operations, and;

WHEREAS, the Buffalo County Humane Association is a not for profit agency not affiliated with Buffalo County Government, and;

WHEREAS, the Buffalo County Humane Association has provided assistance with regard to stray animals in Buffalo County, and;

WHEREAS, the Buffalo County Finance Committee recommends entering into a one year contract with the Buffalo County Humane Association, and designating the Buffalo County Humane Association as the Buffalo County Humane Society during that contract period, and;

WHEREAS, the Buffalo County Finance Committee recommends the Buffalo County Humane Association in accordance with the contract receive all dog license fund money except for \$1,000 that is required by statute to be kept in that fund and excepting any expenses incurred by Buffalo County regarding the dog licensure program, and;

WHEREAS, said designation will not in any manner make the Buffalo County Humane Association an agent, agency, affiliation, or sub-unit of Buffalo County Government

NOW, THEREFORE BE IT RESOLVED, that the Buffalo County Board of Supervisors hereby approves the Buffalo County Humane Association as the designated official Buffalo County Humane Society and in accordance with the one year contract shall pay all dog license fund money except for \$1,000 that is required by statute to be kept in that fund and excepting any expenses incurred by Buffalo County regarding the dog licensure program.

Adopted at a duly called and noticed meeting of the Buffalo County Board of Supervisors on the 28 day of January, 2019.


County Clerk

ATTEST:

Mary Anne McMillan Urell
Mary Anne McMillan Urell,
County Board Chairperson

Respectfully Submitted:

Finance Committee

Larry Grisen
Larry Grisen

Donald Hillert
Donald Hillert

Mary Anne McMillan Urell
Mary Anne McMillan Urell

Yes - via phone
David Danzinger

Nettie Rosenow
Nettie Rosenow

Buffalo County, Wisconsin



PURCHASE CONTRACT BETWEEN BUFFALO COUNTY AND THE BUFFALO COUNTY HUMANE ASSOCIATION

I. PARTIES

This Contract is made and entered into this first day of January 2019, by and between Buffalo County, Wisconsin (hereinafter referred to as Buffalo County) and the Buffalo County Humane Association (hereinafter referred to as BCHA).

Buffalo County's employee responsible for administration of this Contract will be Roxann M. Halverson, Buffalo County Clerk, whose principal address is 407 S. 2nd Street, P.O. Box 58, Alma, WI 54610. BCHA's employee responsible for administration of this Contract will be Brenda Gruber, whose principal address is P.O. Box 4, Mondovi, WI 54755.

II. SERVICES TO BE PROVIDED AND CONTRACT TERM

Subject to the terms and conditions set forth in this Contract, Buffalo County agrees to purchase and BCHA agrees to provide animal control services described in Section VI during the period of:

January 1, 2019 to December 31, 2019

III. PAYMENT FOR SERVICES

- A. Buffalo County agrees to pay BCHA for the services provided in accordance with this Contract.
- B. BCHA will submit quarterly activity and financial reports to the Finance Committee.
- C. Buffalo County will issue payment to BCHA by March 1 of each year this Contract is in effect. Payment amount will be the balance of the Dog License Fund from the prior year, minus expenses and \$1,000.00 of funds that per Statute must remain in the fund.

IV. RENEGOTIATIONS

This Contract, or any part thereof, must be renegotiated in the case (1) changes required by federal or state law or regulation or court actions or (2) monies available affecting substance of this agreement.

V. BCHA RESPONSIBILITIES

- A. BCHA shall have a qualified person available to perform the following services in all of Buffalo County from 9:00 a.m. until 5:00 p.m., Monday through Sunday, with extended hours during the months of June, July, and August.
 - 1. Routine Service:
 - Pick up of stray dogs that are held or contained
 - Provide housing, emergency veterinary care for stray dogs
- B. Provide an animal shelter and adequate care and treatment of all dogs picked up in Buffalo County under this Contract.
- C. Keep stray dogs a minimum of 5 days unless sooner claimed by their owner or provided for differently by statute.
- D. Require that dogs being reclaimed must be properly licensed and vaccinated pursuant to County Ordinance #09-04-02.

VI. INDEMNIFICATION

BCHA agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Buffalo County and its agents, officers, and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of BCHA, or its (their) agents, employees, volunteers, and/or subcontractors which may arise out of or are connected with the activities covered by this Contract.

VII. INSURANCE

- A. BCHA agrees that in order to protect itself as well as Buffalo County, its officers, Boards, and employees under the indemnity provisions set forth in the section above, BCHA will at all times, during the terms of this Contract, keep in force insurance policies issued by an insurance company authorized to do business and licensed in the State of Wisconsin. Unless otherwise specified in Wisconsin Statutes, the types of insurance coverage and minimum amounts shall be as follows:

Workers' Compensation:	minimum amount statutory
Comprehensive General Liability:	\$1,000,000 per occurrence and in aggregate for bodily injury and property damage
Auto Liability (if applicable):	\$1,000,000 per occurrence and in aggregate for bodily injury and property damage
Excess Liability Coverage:	\$1,000,000 over the General Liability and Automobile Liability Coverages

- B. Buffalo County shall be given 30 days advance written notice of any cancellation or non-renewal of insurance during the term of this Contract. Upon execution of this Contract, BCHA will furnish Buffalo County with written verification of the existence of such

insurance. In the event of any action, suit, or proceedings against Buffalo County upon any matter herein indemnified against, Buffalo County shall within 5 working days cause notice in writing thereof to be given to BCHA by certified mail, addressed to its post office address. Buffalo County shall cooperate with BCHA and its attorneys in defense of any action, suit or other proceeding.

VIII. CONTRACT REVISION AND/OR TERMINATION

- A. Failure to comply with any part of this Contract may be considered cause for revision, suspension, or termination.
- B. Revision of this Contract must be agreed to by BCHA and Buffalo County by an addendum signed by authorized representatives of both parties.
- C. BCHA shall notify Buffalo County whenever it is unable to provide the required quality or quantity of services. Upon such notification, Buffalo County shall determine whether such inability will require a revision or cancellation of this Contract.
- D. This Contract can be terminated by 30 day written notice by either part.

IX. RESOLUTION OF DISPUTES

If disputes regarding decisions of Buffalo County cannot be resolved between representatives of Buffalo County and BCHA and subsequent presentation to members of Buffalo County's Finance Committee, procedures outlined in Chapter 68 and 227, Wis. Stats., may be used.

X. CONDITIONS OF THE PARTY'S OBLIGATIONS

- A. This Contract is contingent on authorization of Wisconsin and United States laws, and any material amendment or repeal of the same affecting the terms of this agreement shall serve to terminate this agreement except as further agreed to by the parties hereto.
- B. Nothing contained and agreed that the entire Contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations.

Buffalo County Authorized Representative:

Mary Anne McMillan Urell
Mary Anne McMillan Urell, chair

1-28-19
Date

Buffalo County Humane Association Representative:

Brenda Gruber,

Date