

## AGREEMENT

This AGREEMENT, made and entered into by and between the undersigned civil municipal corporations, hereinafter called "Municipalities", and The Animal Welfare League of Montgomery County, Indiana, Inc., hereinafter called "League", WITNESSETH:

WHEREAS, the Municipalities are authorized by law to prevent cruelty to animals, to regulate and prohibit the running at large, and to impound, keep and dispose of animals, and to establish and maintain an animal shelter; and

WHEREAS, the League has been reorganized under Chapter 157 of the Acts of the Indiana General Assembly of 1935, as amended; (I.C. 23-17-19 *et seq.*) and among its purposes is that of protecting animals from cruelty and neglect; and

WHEREAS, the parties desire to provide for the humane treatment, impounding and collection of animals in the Municipalities;

NOW, THEREFORE, the parties each in consideration of the promises of the other herein contained, mutually promise and agree as follows:

FIRST: The League promises:

- (a) To maintain a competent staff for the operation of the animal shelter and for its reasonable performance thereunder;
- (b) To capture and to collect dogs that may be strays, or running at large in violation of any statute or ordinance; to investigate within the limits of the Municipalities all complaints of cruelty and neglect of animals; and answer every emergency call day and night for the rescue of any injured, trapped, dangerous or otherwise subjected to suffering animal.
- (c) To conduct a program of education in furtherance of the humane treatment of animals.
- (d) Through its employees, commissioned as here-in-after provided, to cooperate with the City attorney, the Town Attorneys, and the Prosecuting Attorney of Montgomery County, Indiana in enforcement of the laws, ordinances, and regulations pertaining to animals with the purview of this agreement.
- (e) To operate the animal shelter and its equipment for the reception, care and disposal of all dogs, cats, and other such animals apprehended within the corporate limits of the Municipalities and at such shelter until redeemed or otherwise disposed of, to provide food, shelter, treatment and other humane care for impounded animals as the facilities can accommodate; and as funding allows.

- (f) To keep the shelter open at reasonable times Monday through Saturday, for the purpose of redemption of impounded animals.
- (g) To investigate all cases of biting by animals within the corporate limits of the Municipalities, place and keep under quarantine and under observation for such period as may be required by law any impounded animal which has bitten any person or other animals and perform such duties in relation to rabies control as may be required by the local ordinance or state law.
- (h) To maintain an adequate system of records which will give a complete description of each animal apprehended, the date and place - when and where - it was apprehended and the date and method of its disposition, and submit yearly written reports if requested by said Municipalities.

SECOND: The Municipalities Promises to issue to employees of the League operating within the County and within the corporate limits of the Municipalities such commissions as may be necessary to the enforcement by the League of statutes, ordinances and other regulations and orders pertaining to animals. The League, however, shall be an independent contractor in carrying out the purposes of this agreement.

THIRD: The County and Municipalities shall pay over to the League for the services enumerated in this agreement to be performed by the League, each in such respective amount as is indicated as its share. Said sums shall be paid to the League by the end of March for the current year. However, the City of Crawfordsville pays quarterly installments and the County pays monthly.

FOURTH: Montgomery County and the following Municipalities pay to the League the consideration stated under paragraph Third:

Alamo	New Market
Crawfordsville	New Richmond
Darlington	New Ross
Ladoga	Waveland
Linden	Waynetown
	Wingate

**Therefore, the Town of Wingate, Indiana agrees to pay to the League the amount of \$1,871.00 for the year 2024;**  
**\$1,871.00**

FIFTH: Notwithstanding the provisions for compensation set forth in paragraph Four above, the League may receive and claim expenses necessitated by or arising out of a rabies quarantine declared by the State Veterinarian pursuant to Indiana Code 15-17-6 *et seq.* (Burns 2008) or other like legislation.

SIXTH: This agreement shall be effective July 1, 2024, for the balance of such year and shall be automatically renewed unless any party shall notify the League in writing of its intention to withdraw from the agreement on or before the 15<sup>th</sup> day of August of the preceding year. Upon expiration of the agreement, any renewal shall require the parties to execute another agreement on or before the date of expiration of the preceding agreement.

SEVENTH: If Municipalities withdraw from or fail to renew an agreement in a timely manner as provided above, and subsequently enters into another agreement with the League, the Municipalities will pay to the League a re-entry fee equal to 5% (five percent) of the annual fee for the County of such Municipalities.

EIGHTH: Municipalities must include in their ordinances a clause pertaining to cats allowed to run at large.

NINTH: The impound fees shall be the same for all Municipalities being: \$40 for the first offense, \$50 for the second offense; \$60 for the third and subsequent offenses, and \$40 for all bite cases, obvious neglect or females in heat. If the Municipalities has its own additional fee schedule, (which must be submitted in writing to the League), the Municipalities must decide on one of the following and must notify the shelter of its decision in writing (all animals from the town or county will then be handled in a uniform manner).

- A. The owner may pay the Municipalities' required fee to the clerk of the town where the animal was picked up and secure a receipt to present to the shelter.
- B. The owner may pay the required fee at the shelter, in which case the shelter will keep the money.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Town of Wingate, Indiana**

**The Animal Welfare League of  
Montgomery County, Indiana, Inc.**

By: Kathy Pipers

By: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: 11-14-23

Date: \_\_\_\_\_

Joe Carter  
11-14-23