HOWARD & ASSOCIATES

ATTORNEYS FOR HAMILTON COUNTY
AND
THE CITY OF NOBLESVILLE

MICHAEL A. HOWARD **DARREN J. MURPHY**

December 15, 2009

Clerk-Treasurer Cindy Gossard
City of Westfield
17535 Dartown Road
Westfield, IN 46074

Re: 2010 Humane Society Agreement

Dear Clerk-Treasurer Gossard:

I have enclosed the 2010 Agreement between the County and the City of Westfield. The Agreement is the same as last year with the exception of the "per animal cost." The per animal cost increased from $138.26 to $157.74.

Please present the 2010 Agreement to your Council and then return to me in the provided envelope. Thank you for your attention to this matter.

Very truly yours,

Darren J. Murphy
Assistant County Attorney
Hamilton County, Indiana

DJM:tap

Enclosures

·694 LOGAN STREET, NOBLESVILLE, INDIANA 46060 · (317) 773-4212 ·(FAX) (317) 776-2369·

INTERLOCAL AGREEMENT BETWEEN THE CITY OF WESTFIELD, INDIANA, AND HAMILTON COUNTY, INDIANA, CONCERNING UNWANTED ANIMALS DELIVERED TO THE HAMILTON COUNTY HUMANE SOCIETY

THIS AGREEMENT entered into on the dates set out herein, by and between Hamilton County, Indiana, ("the County") and the City of Westfield, ("the City"); and,

WITNESS THAT:

WHEREAS, the County, and the Humane Society for Hamilton County, Inc., ("the Society") have entered into a Service Agreement for the calendar year 2010, for the Society to be compensated for costs associated with the care of certain unwanted animals; and,

WHEREAS, the Service Agreement defines a "Participating Unit" as follows:

> "Participating Unit" is defined as the County, and any city, or town within the County which enters into an agreement to reimburse the County, the amount of One Hundred Fifty-Seven Dollars and Seventy-four Cents ($157.74) per animal for each Stray Animal, which is received by the Society; and,

WHEREAS, the Service Agreement defines the term "Unwanted Animal" as follows:

> "Unwanted Animal" is defined as: 1) an animal delivered to the shelter from a law enforcement officer of a Participating Unit; or 2) an animal which is delivered to the shelter by a resident of a Participating Unit, which is not owned or controlled by the resident, but is delivered by the resident in order that the animal may be treated humanely; or 3) an animal delivered to the shelter by its owner, who resides within a Participating Unit.

WHEREAS, the City of Westfield desires to enter into an agreement whereas the City would be a Participating Unit as defined in the Service Agreement, to permit its law enforcement officers and citizens to deliver Unwanted dogs and cats to the Society; and to be obligated to reimburse the County the amount of One Hundred Fifty-Seven Dollars and Seventy-four Cents ($157.74) per animal for each Unwanted dog or cat defined in the Service Agreement.

IT IS THEREBY AGREED by the County and the City as follows:

1. The City agrees to reimburse the County, the amount of One Hundred Fifty-Seven Dollars and Seventy-four Cents ($157.74) for each Unwanted dog or cat which is either: a) delivered to the Society by a law enforcement officer of the City; b) a dog or cat which is delivered to the Society by a resident of the City, which the animal is not owed or controlled by the resident but is delivered by the resident in order that the dog or cat may be treated humanely; or c) an animal delivered to the shelter by its owner, who resides within a Participating Unit.

2. The Hamilton County Auditor shall cause a list of Stray Unwanted Animals provided to the County by the Society to be delivered to the City monthly. The City shall, in conformance with the City's payment schedule, reimburse the County the amount the amount for the stray Unwanted dogs and cats chargeable to the City at the rate of One Hundred Fifty-Seven Dollars and Seventy-four Cents ($157.74).

3. The parties agree that they have been operating under the terms in anticipation of this Agreement beginning January 1, 2010, and that this Agreement shall be effective for all dogs and cats from the City for the calendar year 2010 and shall continue from month to month thereafter until modified or terminated, subject to appropriation.

4. All other terms of the Service Agreement concerning the treatment of Stray Unwanted Animals are incorporated herein by reference.

5. In the event that there is a dispute between the Participating Unit, the Society, or the County concerning any of the terms contained herein, the parties agree that

there shall be a meeting held within ten (10) days of written notice of that dispute between the President of the Society, a designee of the Board of Commissioners of Hamilton County, and a designee of the City to attempt resolution of said dispute.

6. In the event any dispute is not resolved pursuant to paragraph 5 above, the parties agree to submit said dispute to mediation pursuant to the Indiana Rules of Alternative Dispute Resolution prior to initiating any lawsuit.

ALL OF WHICH IS AGREED by and between the City and the County on the dates set out herein.

BOARD OF COMMISSIONERS OF
HAMILTON COUNTY

Dated:_____

_____
Christine Altman

_____
Steven A. Holt

_____
Steven C. Dillinger

ATTEST:

_____
Dawn Coverdale, Auditor

Adopted this _____ day of _____, 20____.

WESTFIELD CITY COUNCIL
Hamilton County, Indiana

Voting For	Voting Against	Abstain
_____	_____	_____
Kenneth Kingshill	Kenneth Kingshill	Kenneth Kingshill
_____	_____	_____
Robert Horkay	Robert Horkay	Robert Horkay
_____	_____	_____
John Dippel	John Dippel	John Dippel
_____	_____	_____
Bob Smith	Bob Smith	Bob Smith
_____	_____	_____
Tom Smith	Tom Smith	Tom Smith
_____	_____	_____
Rob Stokes	Rob Stokes	Rob Stokes
_____	_____	_____
Steve Hoover	Steve Hoover	Steve Hoover

ATTEST:p

_____
Cindy J. Gossard, Clerk-Treasurer