

RESOLUTION NO. 2018-30-CM
RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH CITY OF
LAFAYETTE AND CITY OF WEST LAFAYETTE CONCERNING
LOW COST SPAY AND NEUTERING SERVICES

WHEREAS, the County, the City of Lafayette, and the City of West Lafayette are all in need of low cost spay and neutering services; and

WHEREAS, the governmental entities all wish to enter into a three year agreement whereby the City of Lafayette will subsidize lease payments of Low Cost Spay-Neuter Clinic, Inc. and the City of West Lafayette will reimburse the City of Lafayette for a portion of this subsidy; and

WHEREAS, such payments will be made to incentivize the Clinic's expansion into the Tippecanoe County Area and secure the availability of spay and neuter services at reduced cost to County residents; and

WHEREAS, Tippecanoe County's obligation will be to reimburse the City of Lafayette for \$18,333 per year of the total \$57,000 per year lease subsidy payment;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approve the Interlocal Cooperation Agreement set forth in Exhibit "A" and authorize the President of the Board to sign the Agreement in substantially the form set forth therein;

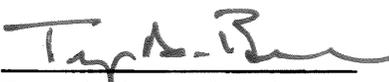
Duly adopted this 17 day of SEPTEMBER, 2018.

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY

Thomas P. Murtaugh, President

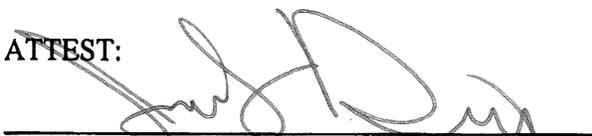


David S. Byers, Vice President



Tracy A. Brown, Member

ATTEST:



Robert Plantenga, Auditor of Tippecanoe County

JEREMY DIEHL, CHIEF DEPUTY

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF LAFAYETTE
AND
THE CITY OF WEST LAFAYETTE
AND
THE COUNTY OF TIPPECANOE
CONCERNING THE LOW COST SPAY-NEUTER CLINIC, INC.

This Interlocal Cooperation Agreement is made this day of _____, 2018 by and between the City of Lafayette, Indiana (“Lafayette”), the City of West Lafayette, Indiana (“West Lafayette”), and the County of Tippecanoe, Indiana (the “County”) concerning the Low Cost Spay-Neuter Clinic, Inc (the “Clinic”).

WHEREAS, the Clinic is a registered Indiana non-profit domestic corporation;

WHEREAS, the Clinic provides low cost spay and neuter services of cats and dogs in Noblesville and Brownsburg

WHEREAS, throughout the years, low cost spay and neuter services within Lafayette, West Lafayette, and the County have been provided by a combination of volunteers and organizations including, but not limited to, Crystal Creek Kennels, North Central Indiana Spay & Neuter, All Pets Animal Hospital, Wildcat Valley Animal Clinic, Wea Animal Hospital, and Low Cost Spay-Neuter Clinic, Inc in Brownsburg;

WHEREAS, these entities are not currently sufficient to meet the spay and neuter demands in Lafayette, West Lafayette, and the County;

WHEREAS, these entities’ ability to meet spay and neuter demands in Lafayette, West Lafayette, and the County will be even further constrained due to impending retirements;

WHEREAS, spay and neuter services are integral components of controlling dog and cat populations in Lafayette, West Lafayette, and the County;

WHEREAS, the dog and cat population in Lafayette, West Lafayette, and the County cannot be effectively controlled by euthanasia and adoption alone;

WHEREAS, many local animal shelters, local animal rescues, and local pet owners are unable to afford conventional veterinarian prices for spay and neuter services;

WHEREAS, without adequate low cost spay and neuter options, Lafayette, West Lafayette, and the County will be less able to contend with the local dog and cat population;

WHEREAS, the Clinic wishes to expand into the Lafayette, West Lafayette, and

County community;

WHEREAS, Lafayette, West Lafayette, and the County wish to temporarily subsidize a portion of the Clinic's lease payments in order to incentivize their expansion into the Lafayette, West Lafayette, and County community;

WHEREAS, Lafayette, West Lafayette, and the County acknowledge that all three parties and the public at large will benefit by entering into this Interlocal Cooperation Agreement;

WHEREAS, the Interlocal Cooperation Act defined by Indiana Code § 36-1-7-1 *et seq.* is applicable to the parties and is intended by the parties to result in a binding agreement as defined in such statute and as further outlined herein;

WHEREAS, Lafayette, West Lafayette, and the County are political subdivisions which have the power and authority to enter into this Interlocal Cooperation Agreement; and

WHEREAS, a longstanding and productive history of cooperation between Lafayette, West Lafayette, and the County has resulted in many areas of cooperative projects and activities to date, which will be memorialized, extended, and further clarified by this Interlocal Cooperation Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Incorporation of Recitals. The recitals above are made part of this Interlocal Cooperation Agreement.
2. Purpose. The purpose of this Interlocal Cooperation Agreement is for Lafayette, West Lafayette, and the County to jointly subsidize a portion of the Clinic's monthly rental payments for a period of three (3) years in order to provide the community with low cost spay and neuter services and to control cat and dog populations in the area.

There is a benefit to the public for Lafayette, West Lafayette, and the County to subsidize a portion of the Clinic's monthly rental payments as this Interlocal Cooperation Agreement will provide for the health and safety of the community by preventing the overpopulation of cats and dogs.

3. Duration. The duration of this Interlocal Cooperation Agreement shall be for a period of three (3) years beginning upon the date of approval by the fiscal bodies of Lafayette, West Lafayette, and the County and the execution hereof by the appropriate officials of the Parties.

4. Financing. The property to be leased by the Clinic and partially subsidized by Lafayette, West Lafayette, and the County, is located at 3667 Braddock Drive Lafayette, Indiana (the "Leased Premises"). Rental costs for the Leased Premises are

Fifty-Nine Thousand Dollars (\$59,000.00) in the first year, Sixty-one Thousand Dollars (\$61,000.00) in the second year, Sixty-Two Thousand Eight Hundred Thirty-Two (\$62,832.00) in the third year. A true and accurate copy of the Lease Agreement is attached as Exhibit "A."

Lafayette, West Lafayette, and the County shall partially subsidize the Clinic's rental expenses in the amount of Fifty-Seven Thousand Dollars (\$57,000.00) per year for a period not to exceed Three (3) years ("Subsidy Payment").

Lafayette shall be designated as the lead political subdivision and shall, for a period not to exceed three (3) years, be responsible for paying directly for or reimbursing the Clinic for the Subsidy Payment associated with the Leased Premises. The Subsidy Payment for the Leased Premises shall be made by Lafayette in a timely fashion and as arranged between Lafayette, the Clinic, and the owner of the Leased Premises, if necessary.

West Lafayette and the County shall be responsible for reimbursing Lafayette for their respective portions of the Subsidy Payment associated with the Leased Premises. It is agreed that the Subsidy Payment shall be shared by Lafayette, West Lafayette and the County as follows:

Lafayette	\$29,000.00/year
West Lafayette	\$9,667.00/year
County	\$18,333.00/year

All other expenses of the Clinic are excluded from this Interlocal Cooperation Agreement and shall be borne by the Clinic.

West Lafayette and the County shall reimburse Lafayette their respective portions of the Subsidy Payment in equal monthly installments.

5. Joint Board. The Joint Board to administer this Interlocal Cooperation Agreement shall be composed of one representative selected by the Mayor of Lafayette, one representative selected by the Mayor of West Lafayette, and one representative selected by the County Board of Commissioners, and shall have all powers reasonably necessary to carry out the purpose of this Interlocal Cooperation Agreement.

All actions by the Joint Board will be determined by a majority of the members. The Joint Board will hold regular meetings as determined by the Joint Board and will organize itself and its activities as reasonably necessary to conduct the Joint Board business. The Joint Board may be governed by Bylaws, which the Joint Board shall have the authority to adopt and amend from time to time in a manner that is not inconsistent with this Interlocal Cooperation Agreement.

The Joint Board's purpose is to: (1) administer lease payments from Lafayette to or on behalf of the Clinic for the Leased Premises; and (2) to administer payments from

West Lafayette and the County to Lafayette to cover their pro rata share of the rental payments.

Lafayette, West Lafayette, and the County hereby delegate to and vest in the Joint Board the powers and duties necessary, useful and appropriate to: (1) accomplish the foregoing purposes; (2) make recommendations as are determined by the Joint Board to be reasonably necessary to accomplish the foregoing purposes; (3) address items of concern raised by any member of the Joint Board with respect to the interpretation or implementation of this Interlocal Cooperation Agreement; and (4) further cooperative efforts between Lafayette, West Lafayette, and the County in areas of mutual concern, common interest, or shared responsibility related to the purpose of this Interlocal Cooperation Agreement.

6. Duration. The duration of this Interlocal Cooperation Agreement shall be for a period of three (3) years. Any termination or extension will be as agreed in writing between the parties. To the extent necessary, the Joint Board will make recommendation for any financing, staffing, or budgeting which might arise hereafter.

7. Effectiveness. This Interlocal Cooperation Agreement will be effective upon approval by the appropriate bodies of Lafayette, West Lafayette, and the County and upon recording with the Tippecanoe County Recorder.

8. Governing Law. This Interlocal Cooperation Agreement will be construed using the laws of the State of Indiana.

Agreed the first date written above.

City of West Lafayette

City of Lafayette

By: _____
John Dennis, Mayor
Mayor

By: _____
Tony Roswarski,

Attest: _____
Clerk-Treasurer

Attest: _____
Clerk

Tippecanoe County

By: _____
Thomas P. Murtaugh, President
Tippecanoe County Board of Commissioners

Attest: _____
Robert Plantenga, Auditor