

AGREEMENT

This AGREEMENT, made and entered into by and between the Board of Commissioners of Montgomery County, Indiana (hereinafter "the County"), and The Animal Welfare League of Montgomery County, Indiana, Inc. (hereinafter "the League") WITNESSETH:

WHEREAS, the County is 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, 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 County,

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 and other animals that may be strays, or running at large in violation of any statute or ordinance; to investigate 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 it's 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 it's 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 in the County, 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 the County.

SECOND: The County 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 shall pay over to the League for the services enumerated in this agreement to be performed by the League in twelve equal monthly installments on the first day of each month beginning January 1, 2021.

FOURTH: Montgomery County agrees to pay to the League the following amount for the year 2021:

\$75,000.00

in installments as set forth in paragraph Third above.

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 Chapter 80 of the Acts of 1951, amended, (Sec. 16-2207 Burns, 1057 Supplement) or other like legislation.

SIXTH: This agreement shall be effective January 1, 2021, and shall be in effect for the calendar year beginning that date.

SEVENTH: The impound fees shall be: \$20 for the first offense, \$30 for the second offense; \$40 for the third and subsequent offenses, and \$40 for all bite cases, obvious neglect or females in heat. If the County has its own additional fee schedule, (which must be submitted in writing to the League), the County 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 required fee to the County Treasurer 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 30 day of December, 2020

**Montgomery County Board of
Commissioners**

By: James D. Fulwider

Title: James D. Fulwider

Date: PRESIDENT - Montgomery
County Board of Commissioners

December 30, 2020

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

By: _____

Title: _____

Date: _____