

1
2 **BILL NO. R-18-08-12**

3 **RESOLUTOIN NO. R-_____**

4 **A RESOLUTON OF THE COMMON COUNCIL OF**
5 **THE CITY OF FORT WAYNE, INDIANA,**
6 **APPROVING AN INTERLOCAL COOPERATION**
7 **AGREEMENT WITH THE CITY OF NEW HAVEN,**
8 **INDIANA, FOR THE PROVISION OF ANIMAL**
9 **CARE AND CONTROL SERVICES**

10 **WHEREAS,** the City of New Haven, Indiana, wishes to procure the
11 services of the Fort Wayne Department of Animal Care and Control
12 ("FWACC") on terms as stated in the Animal Care and Control Agreement,
13 attached hereto as Exhibit A and made a part hereof; and

14 **WHEREAS,** FWACC wishes to provide those services under such terms.

15 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMON**
16 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

17 **SECTION 1.** The Common Council of the City of Fort Wayne hereby
18 ratifies and approves the Animal Care and Control Agreement, attached hereto
19 as Exhibit A and made a part hereof.

20 **SECTION 2.** This Resolution shall remain in full force and effect
21 from and after its passage and any and all necessary approval by its Mayor.

22 _____
Council Member

23 **APPROVED AS TO FORM AND LEGALITY**

24
25 _____
Carol Helton, City Attorney

ANIMAL CARE AND CONTROL AGREEMENT

This Agreement is entered into this 3rd day of July, 2018, between the City of Fort Wayne, Indiana ("Fort Wayne") and the City of New Haven ("New Haven").

WHEREAS, New Haven has responsibility for animal control within its jurisdictional limits but does not have the facilities or staff to catch and detain stray animals within its jurisdiction; and

WHEREAS, Fort Wayne, through its Department of Animal Care and Control ("ACC"), has the staff and facilities to catch, detain, and care for animals at the ACC facility at 3020 Hillegas Road in Fort Wayne (the "Facility"); and

WHEREAS, the parties wish to enter into a Contract whereby ACC will provide animal care and control services to New Haven and residents of New Haven on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. ACC shall receive all animals delivered to the Facility by residents of New Haven and personnel employed by New Haven. ACC will shelter said animals and provide such services as are necessary in accordance with its rules and procedures and Fort Wayne ordinances. Fort Wayne's laws and ACC's policies regarding disposition of animals delivered as strays, bite case quarantines, returned to owners, adopted, or euthanized shall apply to animals delivered from New Haven.

2. ACC will provide personal services (for animals that are not stray) for which it will charge user fees to individual users as stated in the Fort Wayne Code of Ordinances, Chapter 91. These fees are in addition to the annual payments made by New Haven to Fort Wayne pursuant to this Agreement.

3. ACC will maintain a population of adoption animals and provide pet adoption counselors to serve New Haven residents. ACC policies regarding adoption will apply to New Haven residents. Fees for New Haven residents will be the same as those charged to Fort Wayne residents.

4. ACC currently acts as an agent for the Allen County Board of Health for the quarantine of animals delivered for bite reasons. Animals that have bitten will be investigated and quarantined by ACC. The location of the quarantine is to be determined by ACC. If an animal is to be quarantined at the Facility, bite documentation, enforcement actions, and notice of pickup deadlines will be completed by ACC. The fees stated in Fort Wayne Code of Ordinances, Chapter 91, will apply to New Haven residents as well as Fort Wayne residents. Euthanasia, processing, and submission of animal heads to the State Department of Health will be provided for New Haven bite cases as needed.

5. ACC will provide in-service training to New Haven personnel responsible for animal control. Such training includes but is not limited to ACC's Crime Scene Investigation training.

6. New Haven personnel may contact 260-449-3000 to request an ACC officer to meet at the Facility or other agreed location when animals are confined after Facility business hours.

7. ACC will respond to calls seven days per week from 6:00 a.m. to 1:00 a.m., other than on holidays.

a. The New Haven Police Department or designated personnel will respond to and handle barking and sanitation complaints and enforcement.

b. With the exception of responding to barking and sanitation complaints, ACC will provide full field responses to calls relating to stray aggressive, neglect or cruelty, severe bite or mauling with animals still at large, mass impound, or other incidents threats to public safety involving animals.

c. On holidays, ACC will respond only to emergencies and threats to public safety.

i. Holidays include: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day (observed), Thanksgiving, Day after Thanksgiving, Christmas Eve, and Christmas Day.

ii. The dates may vary from the actual holidays based on Fort Wayne's designation of the date of observance. The dates are published on or around November 1st for the following year.

iii. Response to calls for service on holidays or when ACC is understaffed is limited (in its sole determination) to the following circumstances:

1. Sick and injured animals;
2. Public safety to humans or other pets (such as aggressive dog running at large);
3. Assist fire and police;
4. Confined stray;
5. Cruelty, neglect, or abandonment;
6. Animal bites;
7. Bat inside of a home;
8. Animal fight.

d. This Agreement, and Fort Wayne's obligations hereunder, is subject to amendment of New Haven's Code of Ordinances to provide enforcement jurisdiction to ACC within New Haven city limits and on the receipt of all necessary approvals of the Common Councils of both parties.

8. ACC will complete all investigations of advanced animal cruelty and neglect detected during field responses and will prosecute accordingly.

9. New Haven will pay Fort Wayne \$37,474 in the first year of this Agreement, and \$48,578 in the second year of the Agreement. Payment is to be made in four quarterly installments. Checks should be made payable to the City of Fort Wayne and submitted to the Fort Wayne Controller's office.

10. The terms of this Agreement shall commence upon receipt by the Director of ACC of written notice of final passage of the amendment to New Haven's Code of Ordinances that provides, to Fort Wayne's sole satisfaction, enforcement jurisdiction to ACC within New Haven city limits, or the receipt of all necessary approvals by the Common Councils of both parties, whichever date is later. This Agreement expires two years from the latter of the date of such receipt of written notice or such final Common Council approval.

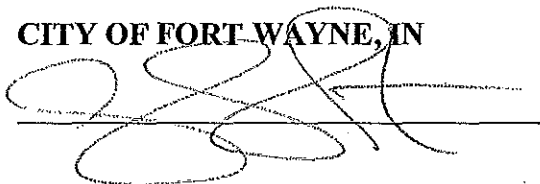
11. The Agreement constitutes the entire agreement between Fort Wayne and New Haven and supersedes all prior agreements, either oral or in writing between the parties.

12. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.

13. The waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach.

14. This Agreement shall be governed by the laws of the State of Indiana.

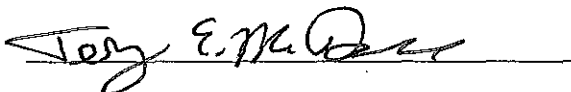
CITY OF FORT WAYNE, IN

A large, stylized handwritten signature in black ink, appearing to read 'Tom Henry', is written over a horizontal line.

CITY OF FORT WAYNE, IN

MAYOR TOM HENRY

CITY OF NEW HAVEN, IN

A handwritten signature in black ink, appearing to read 'Terry E. McQuinn', is written over a horizontal line.



CITY OF FORT WAYNE

Thomas C. Henry, Mayor

TO: Fort Wayne City Council

FROM: Amy-Jo Sites, Animal Care & Control/Director

SUBJECT: Interlocal agreement between City of Fort Wayne Animal Care & Control and City of New Haven

DATE: August 9, 2018

Fort Wayne Animal Care & Control has been providing sheltering for animals originating from the City of New Haven since 2006. Under the previous contract, the City of New Haven contracted with Allen County Animal Control to pick up animals found stray in the City of New Haven and delivered them to Fort Wayne Animal Care & Control.

The City of New Haven does not have designated staff to investigate and uphold their ordinances pertaining to animal welfare. The City of New Haven does not have facilities designed to shelter animals found stray or for those no longer wanted by their owners. The City of New Haven has requested to obtain animal control services and sheltering by entering into an agreement with the City of Fort Wayne Animal Care & Control.

The interlocal agreement would allow the City of Fort Wayne's Animal Control Officers jurisdiction to uphold and enforce the City of New Haven animal control ordinances. The interlocal agreement includes the sheltering and disposition of animals originating from the City of New Haven.

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