

RESOLUTION 2023-03

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF LAFAYETTE
AND THE CITY OF WEST LAFAYETTE
AND COUNTY OF TIPPECANOE
CONCERNING FOUR PRECIOUS PAWS LOW COST SPAY & NEUTER CLINIC, INC**

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;

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

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 Four Precious Paws Low Cost Spay & Neuter Clinic ("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 an Interlocal Cooperation Agreement; and

WHEREAS, Indiana Code 36-1-7 provides that Indiana political subdivisions that engage in a joint undertaking must do so through an interlocal agreement that must be approved by the fiscal bodies of either political subdivision.

NOW, THEREFORE, be it Resolved by the Lafayette Common Council as follows:

1. The Interlocal Cooperation Agreement between the City of Lafayette, City of

West Lafayette and County of Tippecanoe Concerning Four Precious Paws Low Cost Spay & Neuter Clinic, Inc, a copy of which is attached to this Resolution, is hereby approved.

2. The fully-executed Interlocal Agreement shall be recorded in the Office of the Tippecanoe County Recorder and filed with the State Board of Accounts shall be filed with the State Board of Accounts within sixty (60) days.
3. This Resolution shall be in full force and effect after its passage and approval by the Mayor.

ADOPTED AND PASSED BY THE COMMON COUNCIL of the City of Lafayette, Indiana this _____ day of _____, 2023.

Lauren Ahlersmeyer, President

ATTEST:

Cindy Murray, City Clerk

Presented by me to the Mayor of the City of Lafayette, Indiana, on this _____ day
of _____, 2023.

Cindy Murray, City Clerk

This Resolution approved and signed by me on this _____ day of _____, 2023.

Tony Roswarski, Mayor

ATTEST:

Cindy Murray, City Clerk

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

This Interlocal Cooperation Agreement is made this 24th day of January, 2023, 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 Four Precious Paws 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;

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;

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

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 an initial 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.

a. Leased premises. The property to be leased by the Clinic and partially subsidized by Lafayette, West Lafayette, and the County, is located at 1474 Industrial Drive Lafayette, Indiana (the "Leased Premises"). Base rent for the Leased Premises are \$52,200 in the first year (excluding an initial month in which no rent is being charged), \$55,908 in the second year, and \$55,908 in the third year.

b. Amount of financing. Lafayette, West Lafayette, and the County shall partially subsidize the Clinic's rental expenses in the amount of forty-eight thousand dollars (\$48,000.00) in the first year; an amount not to exceed thirty-six thousand dollars (\$36,000) in the second year; and an amount not to exceed twenty-four thousand dollars (\$24,000) in the third year ("Subsidy Payment").

c. Determination of ongoing financing. The parties intend that their subsidy for the Clinic

in years two or three should be reduced or eliminated if its operation is profitable. The parties will regard the operation as “profitable” if its gross income exceeds all costs other than depreciation. The parties recognize and agree that the administrative costs of a formal determination of profitability will likely exceed the money saved through a reduced subsidy amount and will, therefore, work in good faith to reach an agreement on an appropriate level of funding.

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. Lafayette will enter into an appropriate agreement with Four Precious Paws with respect to the Subsidy Payment and flexibility with respect to the subsidy level based on profitability as described herein.

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	50% of Subsidy Payment
West Lafayette	10% of Subsidy Payment
County	40% of Subsidy Payment

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 the Mayor of Lafayette, 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

By: Tony Roswarski
Tony Roswarski, Mayor

Attest: _____
Sana Booker, City Clerk

Attest: Cindy Murray
Cindy Murray, City Clerk

Tippecanoe County

By: _____
Tracy A. Brown, President
Tippecanoe County Board of Commissioners

Attest: _____
Jennifer Weston, Auditor