

**RESOLUTION NO. 25-2023**

**RESOLUTION APPROVING INTERLOCAL COOPERATION  
AGREEMENT CONCERNING ANIMAL SHELTER**

WHEREAS, sheltering dogs and cats and providing animal control services provides an important benefit to the citizens of West Lafayette.

WHEREAS, the citizens of West Lafayette and the community at large will benefit by the use of the attached Interlocal Cooperation Agreement Between the City of Lafayette and the City of West Lafayette and The County of Tippecanoe Concerning Animal Shelter.

Now THEREFORE, BE IT RESOLVED, the attached Interlocal Cooperation Agreement is hereby approved and ratified.


THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE AND SIGNING BY THE MAYOR.

INTRODUCED ON FIRST READING ON THE 4 DAY OF December, 2023.

MOTION TO ADOPT MADE BY COUNCILOR DeBoer, AND SECONDED BY COUNCILOR Parker.

DULY RESOLVED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE 4 DAY OF December, 2023, HAVING BEEN PASSED BY A VOTE OF 8 IN FAVOR AND 0 OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Blanco	✓			
Brown	✓			
Bunder	✓			
DeBoer	✓			
Lee	✓			
Leverenz	✓			
Parker	✓			
Sanders	✓			
Thomas			✓	

  
Peter Bunder, Presiding Officer

Attest:

Sana G. Booker  
Sana G. Booker, Clerk



PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA  
ON THE 5 DAY OF December, 2023.

Sana G. Booker  
Sana G. Bookey, Clerk

THIS RESOLUTION APPROVED AND SIGNED BY ME ON THE 5 DAY OF  
December, 2023.

John R. Dennis  
John R. Dennis, Mayor

Attest:

Sana G. Booker  
Sana G. Booker, Clerk



INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF LAFAYETTE  
AND  
THE CITY OF WEST LAFAYETTE  
AND  
THE COUNTY OF TIPPECANOE  
CONCERNING ANIMAL SHELTER

This Interlocal Cooperation Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 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 Animal Sheltering and Animal Control.

WHEREAS, Lafayette, West Lafayette, and the County all have duties and needs with respect to regulating and sheltering dogs and cats in Tippecanoe County;

WHEREAS, interlocal cooperation with respect to such regulation and sheltering provides the opportunity to reduce costs, promote efficiency, and provide consistency with respect to the animal population in Tippecanoe County;

WHEREAS, the County has real property at 3150 Sagamore Parkway South which it has made available for construction of an Animal Control Facility (“Facility”);

WHEREAS, the County, Lafayette, and West Lafayette have contributed funds and may contribute additional funds to enable construction of the Facility with capacity that can be used by an animal shelter operator which will make animal shelter services available to all of the parties hereto and, space permitting, serve as a location where the parties can perform some of their Animal Control functions.

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 contribute to the construction of the Facility and to secure their respective interests therein. There is a benefit to the public for Lafayette, West Lafayette, and the County to participate in the construction of the Facility as this Interlocal Cooperation Agreement will contribute to the health and safety of the community by providing a location for stray animals, facilitating their adoption, contributing to their humane treatment, and facilitating animal population control.

3. Duration. The duration of this Interlocal Cooperation Agreement shall be for an Initial Period of fifteen (15) years beginning upon the later of: (a) 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; or (b) the beginning of operations at the Facility. Following the Initial Period, this Agreement shall renew automatically for one-year periods. Any party may withdraw from the Agreement for cause or convenience by providing not less than ninety (90) days notice prior to the expiration of the then current term.

4. Financing. The parties' anticipated contributions are as follows:

West Lafayette	\$700,000
Lafayette	\$3,000,000
Tippecanoe County	\$3,000,000 (includes \$500,000 valuation of real estate for the Facility)

These amounts reflect the parties best estimate of their anticipated usage of the Facility based on prior history and a *pro rata* contribution based on such experience. Once the project is complete, the parties shall supplement this agreement with a determination of final costs and the parties' respective contributions.

5. Repayment of Investment. If West Lafayette or Lafayette withdraws from this agreement for cause, it shall be entitled to repayment of a portion of its investment based on a fifteen-year amortization of the investment. Specifically, if a city withdraws, it shall be entitled to repayment of an amount equal to the amount of its contribution multiplied by a fraction, the numerator of which is fifteen (15) minus the number of years since the beginning of operations at the Animal Control facility and the denominator of which is fifteen (15). That sum shall be paid by the County to the withdrawing party in equal annual payments over the course of the remainder of the fifteen (15) year period, beginning with the County's first fiscal year following the notice of withdraw. Once paid, any property rights, if any, claimed by the city in the Facility shall be terminated.

As used herein, "for cause" shall refer to conditions which result in the Facility not being reasonably available to the withdrawing party for use as an animal shelter suitable for its municipal needs. Following a withdrawal for cause under this section, the withdrawing city shall not be entitled to make use of the Facility for Animal Control services or the animal sheltering services provided at the Facility.

6. Rights in Facility following Initial Term. Except as set forth in section 5, following expiration of the Initial Term, the cities shall not, by virtue of the contributions described herein, have an interest in the real property or improvements that comprise the Facility.

7. Animal Sheltering Operations. The parties intend to make the Facility available to an operator through lease or other appropriate agreement(s) to provide animal sheltering and related services. Such lease or agreement(s) shall reflect the parties' intent that the Facility serve the areas within all three parties' jurisdiction. The Joint Board shall meet not less than once per year to discuss operator performance.

8. 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 the Facility; and (2) make recommendations with respect to Animal Control operations in the County, particularly as they pertain to the Facility.

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.

9. Major repairs. If the Joint Board determines that major repairs to the Facility are necessary such that it would be unfair or impractical for the County to pay for such repairs and additional contributions by the parties are necessary, the parties shall: a) memorialize the additional contributions in writing; and b) amend this Interlocal Cooperation Agreement to reflect the additional investments and make appropriate modifications hereto.

10. Amendment. The parties may amend this agreement from time to time. Any such amendment must be in writing.

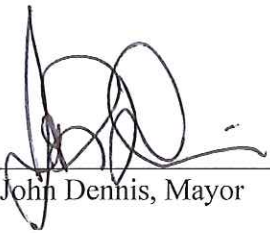
11. Effectiveness. This Interlocal Cooperation Agreement will be effective upon

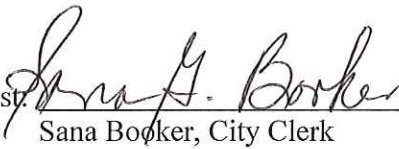
approval by the appropriate bodies of Lafayette, West Lafayette, and the County and upon recording with the Tippecanoe County Recorder.

12. Governing Law. This Interlocal Cooperation Agreement will be construed using the laws of the State of Indiana, and the Courts of Tippecanoe County shall be the venue for resolving any disputes under this Agreement.

Agreed the first date written above.

**City of West Lafayette**

By:   
John Dennis, Mayor

Attest:   
Sana Booker, City Clerk

**City of Lafayette**

By: \_\_\_\_\_  
Tony Roswarski, Mayor

Attest: \_\_\_\_\_  
Cindy Murray, City Clerk

**Tippecanoe County**

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

Attest: \_\_\_\_\_  
Jennifer Weston, Auditor