

**AGENDA**  
**BOARD OF PUBLIC SAFETY**  
**Tuesday, March 26, 2024**

**9:00 A.M.**

**Council Chambers**

**Municipal Building, 229 S. Second Street, Elkhart, IN 46516**

<https://coei.webex.com/coei/j.php?MTID=mac9bd7541d30930ec0afad57c3d86f6b>

1-415-655-0001 Meeting number 2309 262 6656

Password Safety24

- 1. ROLL CALL**
- 2. APPROVE AGENDA**
- 3. APPROVE MINUTES: Regular Meeting March 12, 2024**
- 4. POLICE DEPARTMENT**
- 5. FIRE DEPARTMENT**
- 6. COMMUNICATIONS CENTER**
  - February Month End Report
- 7. BUILDING AND CODE ENFORCEMENT**
- 8. OTHER PUBLIC SAFETY MATTERS**
  - Police and Fire Merit Commission Minutes
  - Interlocal Agreement between Elkhart County, Indiana and City of Elkhart, Indiana for Animal Control
- 9. PUBLIC PARTICIPATION**
- 10. ADJOURNMENT**

BOARD OF PUBLIC SAFETY

Tuesday, March 12, 2024

Vice-Chairman LaLaesha Black called a regular meeting of the Board of Public Safety to order at 9:07 a.m., Tuesday, March 12, 2024. Clerk of the Board Nancy Wilson called the roll. LaLaesha Black, Anthony Coleman and Proxy Tim Reecer were present. Dacey Davis attended on WebEx. Kara Boyles and Brian Thomas were absent.

1. APPROVE AGENDA

On motion by Tim Reecer, seconded by Anthony Coleman and carried 4-0, the agenda was approved as presented.

2. MINUTES- Regular Meeting February 27, 2024

On motion by Anthony Coleman, seconded by Tim Reecer and carried 4-0, the minutes from February 27, 2024 were approved as presented.

3. POLICE

Chief Milanese reported to the Board the Police Merit Commission hired 3 new Officers on Monday, March 11, and 3 new Officers two weeks ago.

4. FIRE

Chief Rodney Dale reported the Fire Merit Commission hired 9 new Firefighters on Monday March 11, and one more prospective firefighter is expected to be hired at their next meeting for a total of 10 starting on March 25, 2024.

Chief Rodney Dale presented a request to extend a Medical Leave of Absence for Firefighter Andres Galvez. On motion by Tim Reecer, seconded by Anthony Coleman and carried 4-0, the Board extended the Medical Leave of Absence for Firefighter Andres Galvez until May 2, 2024.

5. COMMUNICATIONS

Dustin McLain announced that National Telecommunicators Week is April 14-20, 2024. The Communications Center will be hosting an open house that week, and invitations will be coming soon.

6. BUILDING & CODE ENFORCEMENT

Aimee Latimer presented the Building and Code Enforcement February Month End Reports. Following discussion, on motion by Tim Reecer, seconded by Anthony Coleman and carried 4-0, the Building and Code Enforcement February Month End reports were accepted and placed on file.

7. OTHER PUBLIC SAFETY MATTERS

Police and Fire Merit Commission Minutes and MOU

On motion by Tim Reecer, seconded by Anthony Coleman and carried 4-0, the Police Merit Commission minutes of February 12, 2024, the Fire Merit Commission minutes of January 8, 2024, and the MOU of the Fire Merit Commission Special Meeting February 12, 2024 were accepted and placed on file.

8. ADJOURNMENT

On motion by Tim Reecer, seconded by Anthony Coleman and carried 4-0, the Board of Public Safety meeting was adjourned at 9:17 a.m.

\_\_\_\_\_  
LaLaesha Black, Vice-Chairman

Attest: \_\_\_\_\_ Nancy Wilson, Clerk of the Board



Rod Roberson  
Mayor

Dustin McLain  
Department Head

## ELKHART CITY



### 911 COMMUNICATIONS

574.293.2175  
Fax: 574.294.5530

Elkhart City Communications  
135 E Franklin Street  
Elkhart, IN 46516

Date: March 18, 2023

To: Mayor Rod Roberson  
Elkhart City Board of Public Safety  
Common Council

From: Dustin McLain, Department Head  
Elkhart Communications Center

Re: **February 2024 Month End Report**

We processed 7,143 7784 incoming & outgoing emergency and non-emergency phone calls. This was a decrease of 641 calls from February of 2023. Below is a summary of the calls we handled in Communications.

CALL SOURCES	911 *This includes Landlines, Wireless, VoIP, TexTTY, and abandoned.* (as reported by ECats State reporting online)	Administrative Incoming/Outgoing (non-emergency)	<b>TOTAL</b>
	1637	5506	7143
<b>2023 TOTALS</b>	<b>1787</b>	<b>5997</b>	<b>7784</b>

By shift, we entered 6549 calls into the CAD, a decrease of 333 calls from February of 2023. Below is a breakdown of the call volume by shift.

	POLICE CALLS	FIRE CALLS	OTHER	<b>TOTALS</b>
Day Shift	2158	329	279	2766
Afternoon Shift	1955	329	343	2627
Midnight Shift	920	156	80	1156
<b>All Shifts</b>	<b>5033</b>	<b>814</b>	<b>702</b>	<b>6549</b>
<b>2023 Totals</b>	<b>5288</b>	<b>851</b>	<b>743</b>	<b>6882</b>

\*Other Calls refers to calls made to communications that either required a response by other departments, such as Parks Dept., Street Dept., etc. This also includes calls that are dispatched out as attempts to locate, repossessions and/or private impounds.

#### OTHER BUSINESS

- For the month of February 2024, we handled 27 AUDIO REQUESTS for the Prosecutor's Office and Police Dept. We provided 21 (FOIA) Public Records Requests to individuals.

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POLICE MERIT COMMISSION  
Monday, February 26, 2024

President Jim Rieckhoff called a regular meeting of the Police Merit Commission (PMC) to order at 9:00 a.m., Monday, February 26, 2024. Clerk Nancy Wilson called the role. Commissioners Jim Rieckhoff, Thomas Barber, and Clifton Hildreth attended in person. Jean Mayes attended on WebEx. Brad Billings was absent.

1. APPROVE AGENDA

On motion by Clifton Hildreth, seconded by Thomas Barber and carried 4-0, the agenda was approved as presented.

2. APPROVE MINUTES: Regular Meeting February 12, 2024

On motion by Tom Barber, seconded by Clifton Hildreth and carried 4-0, the minutes from February 12, 2024 were adopted.

3. POLICE DEPARTMENT

Request to Hire

Chief Dan Milanese asked Lt. Todd Thayer to come forward. Thirty-three years ago to the day, Lt. Todd Thayer was hired and sworn in as an Officer for the Elkhart Police Department. He served in a lot of different capacities, has a wealth of knowledge and that certainly merits recognition; Patrolman, Corporal, Sergeant, Lieutenant, Assistant Chief, Interim Chief, he served on the SWAT team for many years, was Commander of the SWAT team, served on the Drug Task Force, he has 25 commendations, he received the distinguished Service Medal, participated in multiple Presidential details, and that is just some of his many accomplishments. He is currently the Lieutenant in charge of training. He will be training the officers sworn in today and sending them on the right path. Lt. Thayer said it has been an honor and a privilege. The Commissioners congratulated him and everyone applauded!

Chief Milanese presented prospective officer Dane Anthony Frieden for hire. Mr. Frieden passed all of the required medical and psychological screenings, as well as the appropriate background searches necessary to become employed with the Elkhart Police Department as a Police Officer. He asked the Commissioners to hire him and that he be sworn in. On motion by Clifton Hildreth, seconded by Tom Barber and carried 4-0, the PMC hired Dane Anthony Frieden as a Police Officer for the Elkhart Police Department.

Chief Milanese presented prospective officer Matthew Ryan Gimson for hire. Mr. Gimson passed all of the required medical and psychological screenings, as well as the appropriate background searches necessary to become employed with the Elkhart Police Department as a Police Officer. He asked the Commissioners to hire him and that he be sworn in. On motion by Clifton Hildreth, seconded by Tom Barber and carried 4-0, the PMC hired Matthew Ryan Gimson as a Police Officer for the Elkhart Police Department.

Chief Milanese presented prospective officer Aric Jon Chevalier for hire. Mr. Chevalier passed all of the required medical and psychological screenings, as well as the appropriate background searches necessary to become employed with the Elkhart Police Department as a Police Officer. He asked the Commissioners to hire him and that he be sworn in. On motion by Jean Mayes, seconded by Tom Barber and carried 4-0, the PMC hired Aric Jon Chevalier as a Police Officer for the Elkhart Police Department. Aric's father, retired Elkhart Police Officer Jon Chevalier presented his son with his badge.

POLICE MERIT COMMISSION  
Monday, February 12, 2024

4. ADJOURNMENT

On motion by Clifton Hildreth, seconded by Thomas Barber and carried 4-0, the City of Elkhart, Indiana Police Merit Commission was adjourned at 9:28 a.m.

Jim Rieckhoff Jim Rieckhoff, President  
Attest: Clifton R Hildreth Clifton Hildreth, Secretary



FIRE MERIT COMMISSION  
Monday, February 26, 2024

President Mandy Leazenby called a regular meeting of the Fire Merit Commission (FMC) to order at 3:30 p.m., Monday, February 26, 2024. Nancy Wilson called the role. Commissioners Mandy Leazenby, Doug Bowlby, Bunita Fields-Buggs, Regina Fultes, and Jim Rodino were present.

1. AGENDA

On motion by Jim Rodino, seconded by Doug Bowlby and carried 5-0, the agenda was approved as presented.

2. MINUTES

On motion by Doug Bowlby, seconded by Bunita Fields-Buggs and carried 5-0, the minutes from January 8, 2024 & the MOU for the Special Meeting on February 12, 2024 were adopted.

3. FIRE DEPARTMENT

Disciplinary Notice Firefighter Holly Reed

Chief Rodney Dale presented a request to approve a Settlement Agreement between Firefighter Holly Reed, Chief Rodney Dale, Deputy City Attorney Kevin Davis, and Jason Gour. On motion by Doug Bowlby, seconded by Jim Rodino and carried 5-0, the FMC approved the Settlement Agreement between Firefighter Holly Reed, Chief Rodney Dale, Deputy City Attorney Kevin Davis, and Jason Gour dated 2-21-24 as presented.

4. ADJOURNMENT

On motion by Bunita Fields-Buggs, seconded by Doug Bowlby and carried 5-0, the City of Elkhart, Indiana Fire Merit Commission was adjourned at 3:36 p.m.

 Mandy Leazenby, President

Attest:  Doug Bowlby, Secretary

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# Memo

**To:** Members of the Board of Public Safety

**From:** Rose Rivera, City Attorney

**Date:** March 21, 2024

**Re:** Interlocal Agreement between  
Elkhart County, Indiana and City of  
Elkhart, Indiana for Animal Control  
Services

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The County has negotiated a contract for Animal Shelter Management and Animal Control Services for 2024 for the County, including the geographical area of the City of Elkhart, Indiana.

I am requesting that the Board approve the **INTERLOCAL AGREEMENT WITH THE COUNTY OF ELKHART, INDIANA FOR ANIMAL CONTROL SERVICES.**

**INTERLOCAL AGREEMENT BETWEEN ELKHART COUNTY, INDIANA  
AND CITY OF ELKHART, INDIANA FOR ANIMAL  
CONTROL SERVICES**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the COUNTY OF ELKHART, INDIANA (hereinafter referred to as the "County"), and the CITY OF ELKHART, INDIANA (hereinafter referred to as "Municipality"),

WITNESSETH:

WHEREAS County has negotiated with The Humane Society of Elkhart County, Inc. for animal shelter management and animal control services for 2024;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2024 includes the unincorporated areas of Elkhart County and may include the areas within the corporate limits of the Municipality;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2024 has been entered into by County in the form which is attached to as Exhibit A;

WHEREAS the County and Municipality desire to enter into this Agreement in order to provide for the Services within the Municipality and to facilitate the reimbursement to the County by the Municipality for the cost of providing the Services within the Municipality for calendar year 2024;

NOW, THEREFORE in consideration of the foregoing and of the promises and commitments herein contained, the parties hereby agree as follows:

1. Definition of Services. For purposes of this Agreement, the term "Services" shall refer to the animal shelter management and animal control services to be furnished by The Humane Society of Elkhart County, Inc. to the Municipality pursuant to the Contract attached hereto as Exhibit A.

2. Administration. The County shall serve as the lead agency for the Services and assumes and agrees to be responsible for the overall administration of the Services to include, but not be limited to, the following:

a. Contracting with The Humane Society of Elkhart County, Inc. as required by and in compliance with the applicable statutes governing the County and contracts for public services;

b. Administering the contract with The Humane Society of Elkhart County, Inc.;

c. Maintaining the documents, contracts, notices, and other records in connection with the Services, including the financial records and providing a financial summary to the Municipality for all funds expended and received in connection with the Services; and

d. Providing such other general administrative services as are necessary to complete the Services.



3. Municipality Participation.

Municipality shall be responsible for reimbursing and contributing to County the sum of One Hundred Fifty-Three Thousand Sixty Five Dollars (\$153,065.00) for the Services which shall be paid in two (2) installments of Seventy Six Thousand Five Hundred Thirty-Two Dollars and Fifty Cents (\$76,532.50) each with the first installment becoming due and payable on or before April 1<sup>st</sup> 2024 and with the second installment being payable on or before August 1<sup>st</sup> 2024. The Municipality contribution, or changes in amounts thereto, for calendar year 2024 are subject to budget approvals and appropriations by the Municipality.

4. Filing Requirements. Within thirty (30) days after the approval and execution of this Agreement, the County shall have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

5. Supplemental Documents. The Municipality and County agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

6. Non-Discrimination. Pursuant to Indiana Code § 22-9-1-10, neither the County nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

7. Miscellaneous.

a. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

b. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

c. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

d. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

e. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United State mail, certified mail, return receipt requested, with proper postage affixed thereto, and which notices shall be effective three (3) days after date of mailing:

County: Board of Commissioners of the County of Elkhart, Indiana  
Elkhart County Administration Building  
117 North Second Street  
Goshen, IN 46526

Municipality: City of Elkhart  
229 South Second Street  
Elkhart, IN 46516

With copies to: Craig Buche, Elkhart County Attorney  
Yoder, Ainlay, Ulmer & Buckingham, LLP  
P.O. Box 575  
130 North Main Street  
Goshen, IN 46527

And

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

9. Counterparts. This Agreement may be executed in multiple counterparts and with multiple but separate signature pages with the multiple counterparts and multiple and separate signature pages constituting one single and unified Agreement when combined.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

BOARD OF COMMISSIONERS OF THE  
COUNTY OF ELKHART, INDIANA

By \_\_\_\_\_  
Bradley D. Rogers, President

By \_\_\_\_\_  
Suzanne M. Weirick, Vice-President

By \_\_\_\_\_  
Bob Barnes, Member

ATTEST:

\_\_\_\_\_  
Patricia A. Pickens, Elkhart County Auditor

ELKHART BOARD OF PUBLIC SAFETY

By: \_\_\_\_\_

Print: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Title: Clerk

STATE OF INDIANA,            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared the Board of Commissioners of Elkhart County, Indiana and Patricia A. Pickens, Elkhart County Auditor, and acknowledged that as said Commissioners and Auditor, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of Elkhart County, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of Elkhart County, IN

My Commission Expires:

\_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKAHRT        )

Before me, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared \_\_\_\_\_ and \_\_\_\_\_, Clerk-Treasurer, and acknowledged that as said representatives, they respectfully executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Elkhart, Indiana, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of Elkhart County, IN

My Commission Expires:

\_\_\_\_\_



APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ELKHART COUNTY COUNCIL

By \_\_\_\_\_  
Thomas Stump, President

ATTEST:

\_\_\_\_\_  
Patricia A. Pickens, Elkhart County Auditor

# Exhibit A

## CONTRACT FOR ANIMAL SHELTER MANAGEMENT AND ANIMAL CONTROL SERVICES

This contract made effective this 1st day of January, 2024 by and between the County of Elkhart, State of Indiana, hereinafter called the "County" and The Humane Society of Elkhart County, Inc., 54687 County Road 19, Bristol, Indiana, 46507, or its successors, executors, administrators and assignees, hereinafter called the "Contractor";

### WITNESSETH:

WHEREAS, the Contractor is a not-for-profit corporation organized for the purpose of caring for and sheltering animals within Elkhart County, Indiana and has the personnel, facilities and equipment to aid the County with these services;

WHEREAS, the County desires to contract with the Contractor for animal control and shelter service, and the Contractor desires to provide the County with such services;

NOW, THEREFORE, in consideration of the premises and payments set forth in Section IV below, and the mutual promises herein, the parties agree as follows:

#### I. CONTRACT DOCUMENTS

The parties hereby agree to the following contract requirements. Where there is a conflict between the requirements of State and County law and the requirements set forth below, the requirements of State and County law shall take precedence and govern.

#### II. CONTRACTOR WORK REQUIREMENT

It is agreed that the service to be performed under this Contract is to provide animal shelter management services and animal control services in accordance with the terms, conditions and specifications contained or referenced herein.

The Contractor agrees that all animal shelter management services and animal control performed for the County shall be performed in full compliance with the applicable Federal, State and County laws, regulations, and guidelines for such services.

The Contractor agrees that it shall provide the following animal shelter management services and animal control services:

##### A. Operation of the Animal Shelter

1. The Contractor shall operate and maintain the Animal Shelter located at 54687 County Road 19, Bristol, Indiana 46507 (the "Shelter").

2. The Contractor shall abide by all laws of the State of Indiana and all local ordinances designed to prevent cruelty to animals, and to enforce those laws and ordinances where it has the lawful authority to do so. The Contractor shall be entitled to rely in good faith upon the opinion of legal counsel as to whether it has such lawful authority.
3. Subject to paragraph IV (B) below but excluding the Town of Millersburg, the Contractor shall lawfully pick up, capture, impound, accept, care for, board, maintain and dispose of animals within the incorporated and unincorporated areas of Elkhart County, Indiana in the following instances: 1) the Contractor shall, during its regular business hours on Mondays through Fridays, pick up all observed or reported stray, confined, domestic animals; and 2) the Contractor shall, during other hours, pick up all observed or reported stray, confined, domestic animals where an animal is observed or reported as sick or injured, or where the animal is observed or reported to have bitten a human.
4. At a minimum, the Contractor shall operate the Shelter and keep the Shelter open to the public from 9 a.m. through 4 p.m. Monday through Saturday, except for Federal, State and County holidays when the Shelter may be closed to the public.
5. The Contractor shall provide an adequately trained animal technician staff of sufficient size to provide all the services required under this Contract.
6. The Contractor shall provide adequate food, water, shelter, space, care, treatment and transportation to all animals housed at the Shelter.
7. The Contractor shall provide a system to monitor medical and other information on each sheltered animal.
8. The Contractor shall be responsible for publicizing the hours of operation and the services of the Shelter.

B. Impoundment of Animals

1. The Contractor shall be responsible for enforcement of the quarantine for a 10 day period of any stray domestic animal which has bitten or is suspected to have bitten a person or as directed by the Elkhart County Health Department or County officials.
2. The Contractor shall be responsible for the humane euthanasia of any animal using methods approved by the State Veterinarian, if euthanasia is



required for reasons of public safety or welfare. The County acknowledges that nothing in this Contract shall be deemed to preclude the euthanasia of any animal by the Humane Society of Elkhart County, Inc. In the event the Humane Society of Elkhart County, Inc. performs euthanasia of any animal for reasons other than public safety or welfare, or other than in satisfaction of the County's legal obligations, if any, the Humane Society of Elkhart County, Inc., shall be responsible for, shall defend against and shall indemnify and hold the County harmless against any and all suits, claims, demands, losses or actions made against the County based upon, arising from, or incident to the performance of such euthanasia.

3. The Contractor shall not be responsible for the collection and disposal of the carcasses of dead animals.
4. The Contractor shall maintain all necessary records and reports of animals impounded at the Shelter.
5. The Contractor shall, upon request, furnish law enforcement agencies of Elkhart County and the Elkhart County Health Department all information in its possession about animals which have been impounded due to cruelty, neglect, bite cases or contagious diseases and shall cooperate with the said officials in the enforcement of laws prohibiting animal cruelty and supporting public safety.
6. Whenever the ownership of an impounded animal is ascertained, the Contractor shall make a reasonable effort to notify the owner of the animal's impoundment within the next business day after the animal is initially confined.
7. The Contractor shall collect, secure and deposit all fees, fines and costs due, including the cost of providing veterinary care for an animal, from owners of impounded animals in accordance with applicable laws. County shall not be responsible for such obligations.

C. Animal Control Officers

1. The Contractor shall employ individuals to enforce the provisions of, and to perform as animal control officers ("Animal Control Officers").
2. The Contractor shall be responsible for all continuing education training of Animal Control Officers to assure their continued compliance with State and local educational and training requirements.

D. Public Service Programs

In consideration of the award of this contract to the Contractor, the Contractor shall provide at its sole cost and expense, the following services:

1. A volunteer program to encourage support for the Contractor and its operations of the Shelter; provided that all volunteers shall execute, as a condition of their participation, a waiver of liability, in form and content acceptable to the Contractor;
2. Events designed to promote animal adoptions and to educate the public about animal welfare; and
3. The adoption program shall be conducted to ensure humane, permanent homes for animals. The Contractor must maintain a documented adoption procedure and maintain complete records of all adoption attempts and placements.

E. Cost of Operation, Expenses of Contractor and Expenses of County

1. The Contractor shall maintain at all times adequate supplies for the performance of its obligations under this Contract, including without limitation, the lawful duties of the Animal Control Officers.
2. All donations of any kind, made to the Humane Society of Elkhart County, Inc., will be considered the sole property of the Contractor, and if received by the County will be promptly forwarded to the Contractor.

F. Meetings and Other Requirements

The County shall appoint an individual to serve as liaison with the Contractor for the purpose of reviewing any matters relative to this Contract. To ensure adequate communication and coordination among all County agencies, the Contractor shall direct all notices required or permitted under this Contract through the contract administrator. In the case of an event requiring notification of County agencies other than the Sheriff Department, the Contractor shall inform the contract administrator or designee in a timely manner.

III. PERIOD OF CONTRACT PERFORMANCE

The term of this Contract is from January 1, 2024 through December 31, 2024. County may renew this Contract subject to the mutual agreement with the Contractor as to the Contract costs for said years.

#### IV. CONTRACT COSTS

- A. The Contractor at its own proper cost and expense shall do all the work necessary to carry out its obligations set forth in this Contract to the full extent as set forth herein and to the satisfaction of the County.
- B. For calendar year 2024, County shall pay the total sum of Two Hundred and Forty Two Thousand Dollars [\$242,000.00] to Contractor to perform all services under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein with respect to the unincorporated areas in Elkhart County, Indiana. Said amount shall be payable by County to Contractor as follows: County shall pay One Hundred Twenty Two Thousand Dollars (\$122,000.00) to Contractor on or before February 29, 2024, the balance of One Hundred Twenty Thousand Dollars [\$120,000.00] shall be payable by County to Contractor in three (3) quarterly installments of Forty Thousand Dollars [\$40,000.00] on April 1, 2024, July 1, 2024 and October 1, 2024. In consideration of the advancement of the One Hundred Twenty Two Thousand Dollars (\$122,000.00) on or before February 29, 2024, Contractor agrees to provide all of the services to be performed under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein both in the incorporated and unincorporated areas of Elkhart County, Indiana, but excluding the Town of Millersburg.

After March 31, 2024, Contractor shall not be required to provide the services to be performed under this Contract in the incorporated areas of Elkhart County, Indiana unless County agrees to pay an additional amount for any or all of the following incorporated areas respectively:

<u>Municipality</u>	<u>Amount</u>
City of Elkhart	\$153,065
City of Goshen	\$93,940
Town of Middlebury	\$6,534.
Town of Wakarusa	\$7,260
Town of Bristol	\$4,840
Town of Nappanee	\$12,688

County intends to seek Interlocal Agreements with each of these listed municipalities to cover the additional costs specified above for each municipality. If such Interlocal Agreements are entered, County shall give written notice to



Contractor on or before March 31, 2024 of which incorporated areas are to be covered by the services to be performed under this Contract by Contractor after March 31, 2024. County's notice may provide by its election to have Contractor provide the services under this Contract in any or all of the municipalities listed above. For each municipality to be provided the services under this Contract after March 31, 2024, County shall pay to Contractor the additional amount specified above for that municipality which amounts shall be payable in three (3) quarterly installments paid on April 1, 2024, July 1, 2024 and October 1, 2024. Should any of the municipalities increase or decrease the amounts specified above the County will adjust the quarterly obligation to reflect the increase or decrease in funding from the municipalities in 2024.

The parties reserve the right to negotiate mutually agreed rates for other future specified services. If the Contractor reasonably believes that any work it is requested to perform under this Contract is not, or may not be, within the scope of the Contract, or represents, or may represent a material change in the Contract, the Contractor shall immediately notify the Contract Administrator that the work is beyond the scope of the Contract or represents a material change in the Contract, and if the County desires the work to be undertaken, then the Contractor shall be fully compensated for performing the work; provided that a written change order to this Contract must have been made pursuant to Section V, B prior to the work being performed in order for such additional compensation to be paid to the Contractor.

V. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES

A. Authorized Contract Administrators

1. Contract Administrator for the County shall be:

T. Jeffery Taylor  
Elkhart County Administrator  
117 N. Second Street  
Goshen, IN 46528-3298  
574-534-3541 FAX 574-535-6747

2. Contract Administrator for the Contractor shall be:

Director  
Humane Society of Elkhart County, Inc.  
54687 County Road 19  
Bristol, IN 46507  
574-848-4225 FAX 574-848-5453

B. Contracting Officer

County and Contractor's Administrator must authorize changes made to this Contract throughout the Contract period in writing.

VI. STATE LAW CERTIFICATION PROVISIONS

- A. Pursuant to Indiana Code §22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- B. Contractor certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law and that Contractor will not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law. Contractor further certifies that any affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of any affiliate or principal of Contractor, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7, in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law.
- C. Investment Activity. Pursuant to Indiana Code §5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.
- D. E-Verify Program. Pursuant to Indiana code §22-5-1.7-11 Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor after the date of the Agreement through the E-Verify Program as defined in Indiana Code §22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of this Agreement through the E-Verify Program if the E-Verify Program no longer exists. Contractor further represents and certifies subject to pain and penalties of perjury that it does not knowingly employ an unauthorized alien.



## VII. TAX REQUIREMENTS

By executing this Contract, the Contractor agrees to comply with the laws, regulations, and rulings of the United States Internal Revenue Service related to the requirements for filing information statements, including IRS Form 1099.

## VIII. DEFAULT

- A. Upon Contractor's failure to cure a default (i.e., non-performance or violation of contract terms) within fifteen (15) days of written notice of such default from the County to the Contractor (provided, if such default cannot be cured within such 15 day period, and the Contractor commences the cure within such 15 day period, the cure period shall be extended to 30 days after the initial written notice of such default), this Contract may be canceled or annulled by the County or its designee in whole or in part by written notice of default to the Contractor. Upon default, an award may be made to another contractor and the Contractor shall be liable to the County for costs incurred in excess of the costs provided for in this Contract.
- B. Rights, obligations, or liabilities of both parties, which arise prior to the suspension or termination of this Contract shall survive the suspension or termination of this Contract.

## IX. ASSIGNMENT

Contractor shall not assign, transfer, convey or otherwise dispose of any or all of its right, title or interest in this Contract, without the prior written consent of County.

## X. GOVERNING LAW

This Contract shall be governed in all respects by the laws of the State of Indiana and the County of Elkhart.

## XI. INDEMNIFICATION, LIMITATION OF LIABILITY, INSURANCE, AND NOTICE

- A. Contractor shall be responsible for, shall defend against, and shall indemnify and hold the County harmless from any, and all suits, claims, demands, losses, or actions made against the County based upon, arising from, or incident to the provision of services by the Contractor under this Contract, except those claims arising from the County's negligence, malfeasance, or breach of this Contract. This indemnification does not include indemnification for claims based upon the alleged unconstitutionality or invalidity of any provision of the state or county codes pursuant to which the Contractor acts or an alleged invalidity of the delegation, if any, to the Contractor under this Contract or the authority to enforce the state and county animal control laws and animal cruelty laws.



- B. The County shall be responsible for, shall defend against, and shall indemnify and hold the Contractor harmless from any, and all suits, claims, demands, losses, or actions made against the Contractor based upon or arising out of the County's negligence, malfeasance, or breach of this Contract.
- C. Contractor will obtain worker's compensation insurance and employer's liability insurance in such minimum amounts as required in the State of Indiana and comprehensive general and vehicular liability insurance in the minimum amounts of One Million Dollars (\$1,000,000) each, which insurance must name County as an additional insured. Contractor warrants that it shall maintain such insurance in effect during the term of this Agreement and maintain a current Certificate of such insurance in favor of County during the term of this Agreement.
- D. An indemnified party hereunder shall notify the indemnifying party of any suit, claim, demand, loss, or action made or filed against the indemnified party within ten days after the indemnified party's receipt or learning of it.

## XII. WARRANTIES

Each party to this Contract warrants the following:

- A. This Contract constitutes a valid, binding and enforceable agreement of the party;
- B. The execution of this Contract and the performance of its obligations are within the party's powers; have been authorized by all necessary action on behalf of the party; do not constitute a breach by the party of any agreement with another party; and will not cause a breach by the party of any duty arising at law or in equity; and
- C. The party possesses the financial capacity to perform all of its obligations under this Contract.

The parties agree that the failure of any of the above representations and warranties to be true during the term of this Contract shall constitute a material breach of this Contract, and the non-breaching party shall have the right, upon notice to the breaching party, to immediately terminate this Contract. All amounts outstanding hereunder shall be immediately due and payable. Court costs and other costs and expenses, including reasonable attorney's fees incurred in the collection of any amounts due hereunder, may also be recovered by the non-breaching party.

### XIII. SEVERABILITY

Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason be hereafter declared invalid.

### XIV. NON-WAIVER

The failure of the Contractor or the County to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or the County of their rights at any time thereafter to require exact and strict compliance with all the terms hereof

### XV. SURVIVABILITY OF PAYMENT OBLIGATIONS, RIGHTS AND REMEDIES

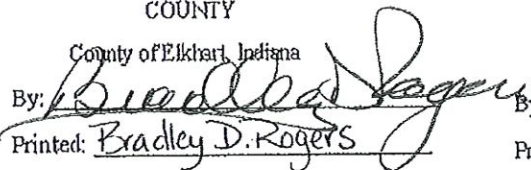
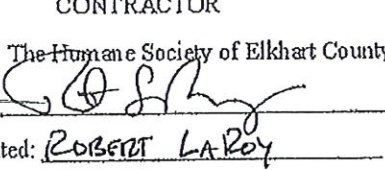
Provided the Contractor has not defaulted in the performance of its obligations.

## XVI. RELATION TO COUNTY

In performing services under this Contract, the Contractor shall be an independent contractor for the County, and neither the Contractor nor its employees, shall under any circumstances be considered employees, servants or agents of the County. The County shall not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents while performing under this Contract.

## XVII SIGNATORIES

Please type or print the following information, with the exception of the signature.

COUNTY	CONTRACTOR
County of Elkhart, Indiana	The Humane Society of Elkhart County
By: <u></u>	By: <u></u>
Printed: <u>Bradley D. Rogers</u>	Printed: <u>ROBERT LARoy</u>
Title: <u>President</u>	Title: <u>EXECUTIVE DIRECTOR</u>
Date: <u>2/12/2024</u>	Date: <u>2/23/2024</u>