

Board of Works and Safety

December 17, 2024

6:00 P.M.

Minutes

Call to Order: Mayor Sam Craig

The Board of Public Works and Safety met on December 17, 2024, at StoneGate Arts & Education Center, 931 15th Street for Regular Meeting. Mayor Craig presided and called the meeting to order at 6:00 P.M.

Members Present:

- Mayor Samuel Craig
- Judy Carlisle
- Charlene Hall

Reading Minutes

November 19, 2024-Regular Meeting

December 5, 2024-Special Meeting

Adopt Memorandum-Executive Session-November 19, 2024

- ❖ Charlene Hall made the motion to approve the minutes and memorandum,
- ❖ Judy Carlisle seconded the motion.

All votes were in favor, No one opposed, Approved.

Old Business:

1. Tabled-Request Acceptance of 2025 White River Humane Society Agreement-Mayor Sam Craig

- Mayor Craig stated that the agreement was tabled pending council approval of funds. The council approved the funding in the November meeting.
- A copy of the agreement will be included at the end of the minutes.

- ❖ Judy Carlisle made the motion to approve White River Humane Society Agreement,
- ❖ Charlene Hall seconded the motion.

❖ All votes were in favor, No one opposed, Approved.

2. Tabled-Request Approval and Acceptance of CivicPlus Archive Social Service Agreement-Yearly Subscription-\$4,397.40-Ashlynn Bender

- Ashlynn Bender stated Civic Plus maintains all of the social media records for the city. It covers all departments and pages.
- There is an increase of just under \$300 from last year.

- ❖ Charlene Hall made the motion to approve the agreement with Civic Plus Social Service,
- ❖ Judy Carlisle seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

New Business:

1. Request Acceptance of Bid for Demolition of Salvation Army Building-Brandon Woodward

- Flynn & Sons Excavating & Paving-\$34,900-Recomdation from Brandon Woodward.
- Adam Chastain General Contracting -\$43,000.
- McIntyre Brothers-No Response
- Scott Smith-No Response
- Brandon Woodward stated that they sent out requests to four companies requesting quotes on the demolition of the building at 1629 K Street.
- Only two companies responded.
- He requested the board approve the lowest quote from Flynn & Sons Excavating & Paving from \$34,900.

- ❖ Judy Carlisle made the motion to approve Flynn & Sons Excavating & Paving in the amount of \$34,900,
- ❖ Charlene Hall seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

2. Request Acceptance of Permanent Status-Chief Luke Pinnick.

- Senior Firefighter Isaac T. Crane.
- Chief Pinnick stated that Isaac Crane completed his probationary year and is recommending his status be permanent.

- ❖ Charlene Hall made the motion to approve permanent status.
- ❖ Judy Carlisle seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

- Lieutenant John T. Porter
- Chief Pinnick stated that John Porter has completed his probationary year and is recommending his status be permanent.

❖ Judy Carlisle made the motion to approve permanent status.

❖ Charlene Hall seconded the motion.

❖ *All votes were in favor, No one opposed, Approved.*

- Lieutenant Dane N. Fountain
- Chief Pinnick stated that Dane Fountain has completed his probationary year and is recommending his status be permanent.

❖ Charlene Hall made the motion to approve permanent status.

❖ Judy Carlisle seconded the motion.

❖ *All votes were in favor, No one opposed, Approved.*

3. Request Approval and Acceptance of Amended Hiring Bonus Policy and Procedure- Chief Terry Moore.

- Chief Moore requested the board approve an amended hiring bonus policy by adding “Re-hires of Officers who have previously worked for the Bedford Police Department and not eligible for a New/Lateral Transfer Bonus”.
- Chief Moore requested the amendment be effective today.

❖ Judy Carlisle made the motion to approve the amendment as presented effective today.

❖ Charlene Hall seconded the motion.

❖ *All votes were in favor, No one opposed, Approved.*

4. Request Acceptance of Bruce Tabor Architecture & Design Agreement-architectural Services for Old Police Station-1617 K Street-Brandon Woodward

- Brandon Woodward stated at last month’s meeting, the board approved the appropriation to hire an architect to design improvements to the Old Police Station.
- The request is to approve the agreement with the architect, Bruce Tabor.

❖ Charlene Hall made the motion to approve the agreement as follows: Architectural Services not to exceed \$26,660; Phase Two Bidding/Negotiation not to exceed \$1,500 and Phase Three Construction Administration hourly as needed only to occur upon approval of the Mayor, or his designee as requested.

❖ Judy Carlisle seconded the motion.

❖ *All votes were in favor, No one opposed, Approved.*



LETTER OF ENGAGEMENT

December 4, 2024

Bedford Board of Public Works
1102 16th St
Bedford Indiana 47421
Client contact: Brandon Woodward 1-812-275-1631 bwoodward@bedford.in.us

Re: 1617 K Street 1st floor renovation

Architectural Services

Scope of services and compensation as follows:

PHASE ONE-CONSTRUCTION DOCUMENTS-For building permits

Tabor/Bruce to provide construction documentation (Blueprints) of proposed First floor renovation as discussed to provide a new city council chamber and assembly space for construction and/or inspection from local agencies as required for contractor bidding and building permits. Drawings will include:

- Site visit to verify existing building measurements
- Draw the existing first floor plan as demolition has exposed more structure and walls.
- Proposed floor plan
- Revised stair design
- Room finish plan
- Cabinet/desk design details
- State building code review
- Exterior elevations (2)
- Life safety drawings
- Building section
- State ACDR form completion
- State filing
- Coordination with MEP engineer for mechanical, plumbing, and electrical design- HVAC systems for assembly spaces under current codes require fresh air or operable windows. We will need an HVAC engineer to look at the existing system.

Total fee this phase to be \$26,660.00

(An additional line item for structural work if needed for \$800.00 is not included in the above fee)

The final permit or bid drawings shall be provided to owner saved in PDF format.
(These fees do not include any civil engineering, site utility, site landscaping, or major structural changes).

PHASE TWO BIDDING/NEGOTIATION

This fee is an additional \$1,500.00 for bidding and contractor selection.

PHASE THREE CONSTRUCTION ADMINISTRATION

Not included, hourly as needed. Construction administration would be only occur upon approval of the Mayor or other designee as requested.

Hourly rates are as follows: Principal Architect, \$168.00 per hour, Project Architect, \$148.00, Architectural CAD Draftsperson \$68.00 per hour.

Owner's Responsibilities

The Owner shall furnish all pertinent information regarding requirements for the project, including a program which shall set forth the owner's objectives, a budget, and a schedule and building site plan, including, if necessary, legal surveys, restrictions, contours and utility locations the Architect and any other data relevant to the design of the project as needed. The Owner shall be responsible for the accuracy of site plans provided and relied upon. We strive to make each client happy. In the case of a disagreement, please allow us that chance. If for some reason you feel that we are not responding to your needs, please let us know-We strive to be great listeners.

Professional Fee

The Phase fees do not include any civil engineering or structural engineering.

Payment is expected within 30 days of invoice. After 30 days outstanding invoices are subject to a late payment charge of 1.5% per month (18% APR) or \$25.00, whichever is greater. Additional work beyond the scope of service described above shall be performed upon written approval by you, and shall be determined utilizing the following hourly rates: Such hourly rates are not subject to increase without prior written approval from Owner. Additional Services are those determined by both parties to be beyond the Basic Services and include, but are not limited to, the following: Making revisions to drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, or are due to other causes not within the control of the Architect. If such revisions are required by enactment or revisions of codes, laws or regulations or the interpretation or implementation thereof subsequent to the completion of the design development phase and the Architect has promptly informed the Owner of such changes in codes, laws or regulations or the interpretation or implementation thereof, then such revisions shall be an Additional Fee.

Hourly Rates:

Principal Architect	\$168.00/hr
Project Architect	\$128.00/hr
Cad Technician I	\$68.00/hr

Expenses

Reimbursable expenses, such as plotting, printing and messenger services, shall be billed at cost x .10 % and include the following:

1. Expense of reproductions, shipping (postage, courier, express mail) of drawings, specifications and other documents in excess of those provided for herein, excluding reproductions for the office use of the Architect and the Architect's consultants.
2. Prints are billed at \$3.50 per 24" x 36". Color prints are billed at \$8.00 per 24" x 36".

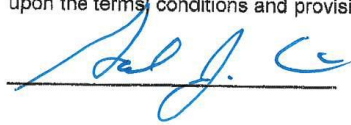
Standard Provisions

1. Each undersigned person signing on behalf of any party that is a corporation, partnership or other entity represents and warrants that: (i) he/she is fully empowered and duly authorized by any and all necessary action or consent required under any applicable articles of incorporation, bylaws, partnership agreement or other agreement to execute and deliver this Agreement for and on behalf of said party; (ii) said party has full capacity, power and authority to enter into and carry out its obligations under this Agreement; and (iii) this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such party.
2. The Owner binds himself, his partners, successors, executors, administrators, and assigns to the Architect to this agreement to all of the terms and conditions of this agreement.
3. In the event of litigation on this agreement, the interpretation thereof, and all disputes or controversies arising here under shall be governed by the laws of the state of Indiana and proper venue shall be in Monroe County.
4. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the client and architect agree that all disputes between them arising out of or relating to this agreement or the project shall be submitted to nonbinding mediation.
5. Services provided within this agreement are for the exclusive use of the Owner for the project only.
6. The drawings furnished by the Architect may be used by the owner on the project, for additions to the project or completion of this project by others (or all of the foregoing), so long as the Architect shall not be held liable for any use by others or deficiency or consequence of use by others, of said drawings, specifications or other documents.
7. The drawings, specifications and other documents furnished by the Architect are instruments of service and shall not become the property of the Client whether or not the project for which they are made is commenced; provided however that such drawings, specifications and other documents may be used by the Client on the project, for additions to the project or completion of this project by others (or all of the foregoing), so long as the Architect shall not be held liable for any use by others or deficiency or consequence of use by others, of said drawings, specifications or other documents. The Architect shall furnish to the owner from time to time, upon request, at the Client's cost, copies of such drawings, specifications and other documents.
8. Architect does not guarantee the completion or quality of performance of construction contract or the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, nor is he responsible for their acts or omissions.
9. Neither the professional activities of the Architect, nor the presence of the Architect or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Architect and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract.
10. **The Client agrees to limit the architect's liability to the Owner and to all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the architect to \$100,000.00**

11. Services provided by Tabor/Bruce Architecture & Design under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
12. In the event that any changes are made in the plans and specifications during construction, by the Owner or persons other than the Architect, which affects the architect's work, any and all liability arising out of such changes is waived as against the Architect and the Owner assumes full responsibility for such changes.
13. The owner shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.
14. Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
15. All fees and other charges will be billed monthly and shall be due and payable within 15 days of statement date unless otherwise specified in this agreement.
16. Client agrees that the balance as stated on the billing form from the Architect to client is correct, conclusive and binding on the client unless Client within ten (10) business days from the date of statement notifies Architect in writing of the particular item that is alleged to be incorrect. The Client and the Architect agree in accordance with the terms and conditions of this Agreement that, if the scope of the Project or if the Architect's services change materially, the amounts of compensation shall be equitably adjusted, as mutually agreed upon by the parties.
17. The drawings generated by the Architect under this agreement shall be for SINGLE USE ONLY and does not cover any design errors or omissions for additional use on another site. This agreement does not imply, allow, or cover any additional use by the Client.
18. In the event of termination of this Agreement by either party, the Owner shall within fifteen (15) calendar days of termination pay the Architect for all services rendered and all reimbursable costs incurred by the Architect up to the date of termination, in accordance with the payment provisions of this Agreement. The Owner may terminate this Agreement for the Owner's convenience and without cause upon giving the Architect not less than seven (7) business days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) business day's written notice for any of the following reasons: Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party; Suspension of the Project or the Architect's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate.
19. In the event legal action is necessary to enforce the payment terms of this Agreement, the Architect shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Architect in connection therewith and, in addition, the reasonable value of the Architect's time and expenses spent in connection with such collection action, computed according to the Architect's prevailing fee schedule and expense policies.

20. A late payment LATE FEE will be computed at the periodic rate of 1-1/2% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, and will be applied to any unpaid balance commencing over 30 days after the date of the original invoice. In the event that client fails to pay Tabor/Bruce within 30 days after invoices are rendered, then the Owner agrees that Tabor/Bruce shall have the right to consider said default a total breach of this agreement and the duties of Tabor/Bruce under this agreement terminated

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated the day and year first written above.



Tabor/Bruce Architecture & Design, Inc.

By: _____ Date: 12-17-24



By:  Date: 12-4-24

Printed: Sam Craig

Howard D. Bruce

Title: Mayer
(Owner)

Title: President
(Architect)

5. Request Acceptance of Promotions-Police Department-6 Month Probation – Chief Terry Moore

- Patrol Sergeant Max Uebelhoer to Patrol Captain.
- Patrol Officer Nick Crulo to Patrol Sergeant.
- Chief Moore stated, with the resignation of recent patrol supervisors, we have two vacant supervisor positions to fill. He asks the board to approve the promotion of Patrol Sergeant Max Uebelhoer to Patrol Captain and Patrol Officer Nick Crulo to Patrol Sergeant. This is a six-month probation period before returning to ask for permanent status.

- ❖ Judy Carlisle made the motion to approve both promotions as requested.
- ❖ Charlene Hall seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

6. Request Approval and Acceptance of Officer Hiring-Chief Terry Moore.

- Candidate Chase Hamilton
- Candidate Bailey Duprey.
- Chief Moore stated, due to recent resignations, the Bedford Police Department has four officer vacancies to fill. Candidates Chase Hamilton and Bailey Duprey have met our department requirements, passed a medical and psychological evaluation by Public Safety Medical group and have law enforcement backgrounds.
- Chase Hamilton resigned from our department in April 2024.
- Bailey Duprey is a current officer with the Lawrence County Sheriff's Department.
- Our local pension board has approved each candidate. Currently, we are waiting for final approval from State PERF.
- Chief Moore requested approval to hire both candidates.

- ❖ Charlene Hall made the motion to approve the request to hire both candidates.
- ❖ Judy Carlisle seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

7. Request Approval and Acceptance of Police Officer Hiring Bonus and Reimbursement Agreement -1-5 Year Law Enforcement Bonus-Chief Terry Moore

- Bailey Duprey.
- Chief Moore stated that with the approval of hiring Bailey Duprey, he asked the board to approve and sign the hiring bonus and reimbursement agreement for 1-5 year of experience.

- ❖ Judy Carlisle made the motion to approve and sign the agreement.
- ❖ Charlene Hall seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

8. SOP-Incentive Pay-Police Department-Chief Terry Moore

- Chief Moore requested the board approve the SOP for Incentive Pay effective January 1, 2025.
- The Chief or the Chief's designee will appoint officers to participate in the incentive pay per salary ordinance. To receive incentive pay, officers must obtain the requirement or be qualified for each specialized skill set by the Chief, the Chief's designee, or the specialized skill governing board. Officer must also maintain the necessary continued education, participate in the required training and maintain all required certifications.

- ❖ Charlene Hall made the motion to approve the SOP for Incentive Pay.
- ❖ Judy Carlisle seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

9. Request Approval and Acceptance of Baker Tilly Engagement Letter and Arbitrage Service Scope Appendix-Sewage Works Revenue Bonds, Series 2024 and Sewage Works Revenue Bonds, Series 2020-Mayor Sam Craig

- Attorney Greg Pittman stated that there are Indiana reporting requirements for bonds and interest earned by bonds.
- Baker Tilly will make sure we are in compliance with the Internal Revenue Service and IRS code

- ❖ Judy Carlisle made the motion to approve the Engagement Letter with Baker Tilly.
- ❖ Charlene Hall seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

10. TASC Update-Dennis Parsley

- Dennis Parsley stated that INDOT requires him to provide a quarterly report to the City.
- The report dates October 1, 2024, to December 11, 2024.
- Trips-487 Service Miles-591 Passengers-5,444
- Total for year as of 12/11/2024: Trips 23,349 Service Miles-68,909 Passengers-25,647
- Three new buses in service at a cost of \$133,596 each. Of that total the local share was \$106,767 for all three buses. All are now in operation
- January 2025 we will start the process of disposing of three buses out of service. Will follow prescribed INDOT protocol.

11. Request Acceptance of quote for Purchase of Medium Duty Truck -Street Department-David Flinn

- Pogue Chrysler Inc. \$63,735.50-Recommendation
- Sternburg Chrysler-\$68,972.00
- Ruxer Ford-\$67,337.00.
- David Flinn received three quotes for a new truck for the street department.
- He requested the board approve the lowest quote from Pogue Chrysler to purchase the truck.

- ❖ Charlene Hall made the motion to approve the purchase of a truck from Pogue Chrysler.
- ❖ Judy Carlisle seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

12. Request Acceptance of Officer Return to Work-Officer Brian Sorrells-Chief Terry Moore

- Chief Moore stated that on October 15, 2024, he reported to the board that Officer Brian Sorrells had been placed on administrative leave starting October 5th for health reasons. A medical provider cleared Officer Brian Sorrells to return to work on Thursday, December 12th. Therefore, Officer Sorrells returned to work on Friday, December 13th.

- ❖ Judy Carlisle made the motion to approve Officer Sorrells return to work.
- ❖ Charlene Hall seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

13. Approval to Sign Claims

- ❖ Charlene Hall made the motion to approve the claims.
- ❖ Judy Carlisle seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

14. Discussion- None

15. Adjourn

- ❖ Judy Carlisle made the motion to adjourn,
- ❖ Charlene Hall seconded the motion,
- ❖ *All votes were in favor, No one Opposed, Passed, Meeting Adjourned*

**Contractual Agreement
Between the City of Bedford and the White River Humane Society**

This agreement made and entered into this 17 day of December, 2024 by and between the City of Bedford, hereinafter referred to as "Partner", and the White River Humane Society, a nonprofit 501(c)(3) corporation, hereinafter referred to as "Society"; and located at 3511 Pumphouse Road, Bedford, Indiana 47241.

WITNESSETH:

WHEREAS, the Partner has established and has passed animal control ordinances which prohibit at large dogs and cats; and for the provision for the inoculation of dogs against rabies; and other provisions to promote the health, welfare, and safety of humans and animals, and

WHEREAS the Partner deems it advisable, and for the best interest of the Partner, to execute a contractual agreement with the Society to provide for the care and keeping of impounded dogs and cats resulting from the enforcement of Partner Animal Control Ordinances and Indiana Codes.

NOW, THEREFORE, in consideration of these premises it is mutually and contractually agreed between the parties hereto as follows:

Society Obligations

1. Society will maintain a shelter and care for stray cats and dogs (animals at large) relinquished to it by the Partner Animal Control Officer.
2. Society shall continue to operate as a wholly independent and autonomous organization and contractor.
3. Society shall only provide services to the Partner specified within this contractual agreement unless otherwise agreed upon by the Society and the Partner and this contractual agreement is amended to reflect the agreed upon change(s) in services and fees if any.
4. Society will operate the shelter in a manner that promotes convenience to the public. For the purpose of transacting business in connection with the duties agreed upon by both parties under this contractual agreement, Society operational hours are as follows: Monday: 8am-6pm; Tuesday: 8am-6pm; Wednesday: 8am-5pm; Thursday: 8am-5pm; Friday: 8am-6pm; Saturday: 8am-4pm; Sunday: CLOSED
5. Society shall exclusively appoint all Board of Directors members, hereinafter referred to as "BOD", according to Society policy and procedures. However, the City shall appoint a representative to serve as a liaison for the City. The City liaison shall be entitled to attend all meetings, including executive sessions of the Society, and shall be entitled to receive any and all financial information of the Society. Society shall notify the liaison of meeting times and locations.
6. Society shall, at its sole discretion, hire and train employees, volunteers, and agents for the carrying out of responsibilities within this contractual agreement.

7. Society shall develop, conduct, record, and report to Partner, training, and continuing education for Animal Control Officers regarding the general Society dog and cat impoundment process and procedures and Society operations.

Enforcement of Animal Regulation Laws

1. Society shall, through its BOD, shelter employees, volunteers, and agents; diligently enforce all animal laws, codes, and ordinances relevant to Society operations and this contractual agreement.
2. The County of Lawrence, the Cities of Bedford and Mitchell, and the Town of Oolitic have separate animal control contracts with Society.
3. The Society will have the responsibility for the care (including food, water, and shelter) of those dogs and cats remanded to it by the Partner.
4. The Society will adhere to a five (5) business day stray dog and stray cat hold period where Society business days include Monday through and including Saturday exclusive of Sunday and nationally recognized holidays, and after which, and on the sixth (6th) business day of impoundment; Society shall have legal ownership of the dog or cat and provide for same as it deems appropriate and according to Society policies and procedures.
5. The Society shall evaluate the medical condition of all incoming dogs and cats impounded at its facility. The Society and its veterinary medical services provider(s) shall determine medical care and treatment required of dogs and cats impounded at the Society. The Society shall assume financial responsibility for veterinary medical care of dogs and cats impounded by the Partner except for the following:
 - a. When the owner of the impounded dog or cat seeks the return of their animal within the five (5) business day stray hold period during which time veterinary medical care was reasonable and necessary to ease the pain and suffering of the animal. In this case, owner shall reimburse Society for all costs of care, keeping and Society penalties, as well as medical costs.
 - b. When the owner of the impounded dog or cat seeks the return of their animal after the five (5) business day stray hold period during which time veterinary medical care was reasonable and necessary to ease the pain and suffering of the animal. In this case, owner shall reimburse Society for all costs of care, keeping; pet adoption fee; Society penalties; and medical costs.
 - c. If the owner of an animal impounded under Indiana Code 35-46-3-7; Lawrence County Ordinance 6-2-2-3; Lawrence County Ordinance 6-2-2-4; the owner shall reimburse Society for the cost of the animal's care and keeping where costs of care include medical care provided by a veterinarian to that animal to ease its pain and suffering.
6. The Society shall pursue all cash reimbursements for care and keeping of dogs and/or cats provided to it under Indiana Codes, County Ordinances, the contents of this contractual agreement, and Society policy and to the fullest extent of the law.
7. The Society, when the situation is warranted by the facts, will report to the Partner Animal Control Officer and/or Partner Police Department, violations of Partner ordinances relating to animal control and regulations.

Society Communications

Society shall create, maintain, and communicate complete and accurate records of a type, format, content, reporting schedule, and distribution mutually agreed upon by Society and Partner.

Partner Obligations

Remuneration to Society for Animal Control Services

It is understood and agreed that the contract sum is calculated and accrued on a per animal basis at a rate of \$380.00, per animal. White River Humane Society will invoice on a monthly basis, with the invoice mailed within the first five calendar days following the month. Payment by the PARTNER, is due upon receipt or before the end of the month following the service month invoiced, in accordance with banking instructions from Society.

PARTNER agrees to pay an additional charge of \$100, per incident, should PARTNER require after hour assistance with intake, sheltering, or care of domestic animal outside of regular hours of operation as outlined in this agreement.

Applicability of New or Revised Animal Control Ordinances

It is understood and agreed by the PARTNER and the Society that in the event the PARTNER animal control ordinances are superseded or revised to cause the level of services to be performed by the Society under this agreement to be increased, then such provisions shall be communicated to the Society President prior to their implementation and enforcement. Society and PARTNER shall meet at their earliest convenience and prior to the implementation of the superseded or revised ordinance to discuss the impact of the changes on and necessity for a revision to the annual contract.

Indemnification

The PARTNER will indemnify and hold harmless the Society from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act of the Society, in connection with the fulfillment of Society responsibilities associated with this contractual agreement.

Contract Not Assignable

Neither Society nor PARTNER shall have the right, authority, or power to sell, mortgage, or assign this contract or the powers granted to it, or any interest therein, nor any right, power, or authority to allow or permit any other person or party to have any interest in or use any part of the premises owned by the Society for any purpose whatsoever without the prior and written consent of the Society.

Conclusion

It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect for One (1) Year from date hereof. However, it is fully agreed that this contract may be terminated by Society or PARTNER upon Sixty (60) Days written notice to the other of an intention to terminate this agreement or an agreement to enter into a new agreement. The Society and PARTNER shall meet on or about Ninety (90) days from the Twelve (12) month expiration date of this contractual agreement to review the terms and conditions of any subsequent contractual agreement between the Society and PARTNER for the provision of animal control services. This agreement may be modified or changed only upon the written consent of the parties hereto.

Warranties

Each party to this contract warrants the following:

1. This contract constitutes a valid, binding, and enforceable agreement of the parties; and
2. 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 parties, 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
3. The parties possess the financial capacity to perform all their respective obligations under this contract.
4. 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 contractual agreement. 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.

Severability

Should any provision of this contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this contractual agreement had been executed with the in-valid 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.

Non-Waiver

The failure of Society or the PARTNER 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 Society or the Partner of their rights at any time thereafter to require exact and strict compliance with all the terms hereof.

Survivability of Payment Obligations, Rights, and Remedies

Provided the Society has not defaulted in the performance of its obligations under this contract, the obligation of the PARTNER to make payments as herein set forth shall continue until fully performed. Any rights and remedies the PARTNER or Society may have with respect to each other arising out of either party's performance of services or obligations hereunder shall survive the expiration or termination of this contract.

Relation to Partner

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

The parties hereto have accepted, made, and executed this Agreement upon the terms, conditions and provisions stated above.

Partner

White River Humane Society

Name (Print): Samuel J. Crais

Name (Print): Debbie Stailey

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Title (Print): Mayor

Title (Print): Board of Director

Date: December 17, 2024

Date: 12-19-2024

Board of Works & Safety 2024

- *Samuel J. Craig, Mayor*

- *Judy Carlisle*

- *Charlene Hall*

Attest: Billie Tumeay
