

AGREEMENT BETWEEN THE CITY OF WABASH, INDIANA AND WABASH COUNTY ANIMAL SHELTER, INC.

This Agreement is entered into between the City of Wabash, Indiana ("City") and Wabash County Animal Shelter, Inc. ("Shelter") and is effective from January 1, 2026, to December 31, 2026. This Agreement does not renew automatically but may be renewable each year based on performance and any negotiated changes.

SECTION I:

Within the boundaries of the City of Wabash, Indiana, during the term of this Agreement, and in accordance with Chapter 6, Article 3, of the Wabash City Code, (the "Code"), Shelter shall, at a minimum:

1. Provide regularly scheduled business hours which initially shall be on Tuesday 11:00 A.M. to 7:00 P.M., Wednesday 11:00 A.M. to 5:00 P.M., Thursday 11:00 A.M. to 7:00 P.M., Friday 11:00 A.M. to 5:00 P.M., Saturday 9:00 A.M. to 12:00 P.M., and closed on Sunday and Mondays. These hours may be adjusted by the Animal Shelter without approval from the City so long as the business hours the Animal Shelter is open are no less than 25 hours per week.
2. Provide the City with a copy of Shelter's annual report along with its proposed budget and current list of directors not later than May 1 of each year.
3. Provide animal control, rescue, and anti-cruelty services and provide competent call response, and pick up services within City boundaries, all in accordance with all applicable federal, state, and local laws and regulations including, but not limited to the Indiana Code.
4. Notwithstanding Section 1, paragraph 3, direct persons making animal complaints regarding wildlife, including but not limited to raccoons, opossums, fox, coyotes, rabbits, fowl, snakes, or any other animal not defined as domestic in the Code, to dispatch to be instructed on available wildlife removal options,
5. Provide, at least annually, dispatch with an up-to-date list of wildlife removal options.
6. Make recommendations to the Mayor regarding laws, ordinances, and regulations for:
 - a) Animal apprehension and rescue;
 - b) Lost and/or stray animal owner location;
 - c) The processing and investigation of complaints against animals;
 - d) The processing and investigation of complaints against people in situations in which companion animals are involved; and
 - e) Enforcement of laws and ordinances relating to animals and their care.

SECTION II:

During the term of this Agreement, the City shall:

1. Have the right, through its Mayor, to appoint two voting members to the Board of Directors for the Shelter.
2. Pay a base total of \$100,000 in four (4) equal quarterly payments, as outlined in Exhibit "B". Such payment shall be made on or about January 10, April 10, July 10, and October 10 within fifteen (15) days after March 31, June 30, September 30, and December 15.
3. Be available to counsel with Shelter concerning animal related problems, or potential problems.
4. Cooperate with ongoing animal control investigations and animal welfare cases brought to the City. City will keep Shelter informed of developments and/or changes to the ongoing matters. City will actively seek and prioritize guidance of Shelter as subject matter experts in animal welfare and investigations.
5. Be available and on call to aid Shelter's efforts to fulfill Shelter functions. Cooperate with Shelter's efforts to fulfill Shelter functions, as agreed to in this Agreement by making available City personnel with appropriate police powers.

IN WITNESS THEREOF, the City and Shelter have affixed their hands on the dates shown:

CITY OF WABASH, INDIANA

WABASH COUNTY ANIMAL SHELTER, INC.

City of Wabash, Indiana by Scott A. Long,

Wabash County Animal Shelter, Inc. by

Dated by the City on

Dated by the Shelter on

Exhibit "A" .
Call Coding Schedule

LEVEL 1

Shelter shall provide responses to calls within sixty (60) minutes (or sooner) involving:

- Bites to humans by any domestic animal; however, appropriate police powers shall be on scene prior to ACO response - Active domestic animal vs animal attack; however, appropriate police powers shall be on scene prior to ACO response - Injured, domesticated animals.
- Dangerous, potentially dangerous, or aggressive domestic animal claims
- Natural Disaster Response involving a domestic animal; however, appropriate police powers shall be on scene prior to ACO response.
- Domestic animals in vehicles during motor vehicle crash and/or arrests of the person(s) from a vehicle where a domestic animal is present.
- Domestic animals on-scene of an arrest where the animal will be left unattended and/or uncared for with removal of the person.
- Improper confinement, tethering, harboring, and/or care in which the domestic animal's life may be in immediate danger.

Appropriate response to Level 1 incidents may include but are not limited to: immediate investigation of and possible impounding/quarantine of domestic animal, citation(s) issuance, looking for loose, injured, and or stray domestic animal, contacting Complaining Paw for more information, and/or conducting a welfare check. Please note, in most circumstances, Level 1 incidents are not resolved in a singular visit and/or action. Habitual incidents will be met with escalating response(s).

Level 1 incidents take priority and precedence over all other incidents and will be responded to 24 hours a day, 7 days a week.

LEVEL 2

Shelter shall provide response to calls within four (4) hours (or sooner) involving:

Reports of domestic animal vs animal bites

- Investigations of animal abandonment
- Ordinance complaints such as improper confinement, tethering, harboring, and/or care in which the domestic animal's life is not in immediate danger - Confined, stray domestic animals.
- Trapped animals (in humane traps)
- Complaints of animal cruelty, abuse, or neglect

Appropriate response to Level 2 incidents may include but are not limited to: investigation of and possible impounding of domestic animal, citation(s) issuance, contacting Complaining Party for additional information, conducting a welfare check and/or an Animal Control door notice being left at address with planned follow-up, Please note, in most circumstances, Level 2 incidents are not resolved in a singular visit and/or action taken. Habitual incidents will be met with escalating response(s).

Level 2 incidents will be responded to 7 days a week, 12 hours a day. Calls received from police dispatch Monday - Sunday from the hours of 8AM - 8PM will be responded to within four (4) hour parameters as described above. Calls received from Complaining Party through police dispatch after 8PM should be emailed to info@Wabashhumane.org and will be responded to promptly the next day beginning at 8AM.

LEVEL 3

Shelter shall provide response to calls within twenty-four (24) hours (or sooner) involving:

- Nuisance Complaints such as barking.
- Nuisance Complaints relating to animal waste.
- Minor ordinance violation complaints such as leash laws

Appropriate response to Level 3 incidents may include but are not limited to: sending a letter of notice via postal service, a door notice left at property with planned follow-up, providing education through conversation regarding ordinances, animal welfare, and/or proper care of animals, retrieval of trapped animal, and/or citation issuance. Habitual incidents will be met with escalating response(s).

Level 3 incidents will be responded to during regularly scheduled business hours. Calls received from police dispatch Monday, Wednesday, and Friday between 12PM-6PM and Saturday between 1 IAM-3PM will be responded to within twenty-four (24) hour parameters as described above. Calls received from Complaining Party through police dispatch outside of these hours should be emailed to info@Wabashhumane.org and will be responded to promptly during the next regularly scheduled business day.