

STATE OF INDIANA
BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS

RESOLUTION NO. 3 - 2024

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT FOR THE JOINT USE AND OPERATION OF THE JEFFERSONVILLE ANIMAL SHELTER

WHEREAS, this Board of Commissioners of Clark County, Indiana (the “Board”), is the executive body of Clark County government pursuant to the provisions of I.C. 36-2-2-2; and

WHEREAS, the Board is also the legislative body of Clark County government pursuant to the provisions of I.C. 36-1-2-9; and

WHEREAS, the City of Jeffersonville, Clark County, the Town of Clarksville, the City of Charlestown, the Town of Sellersburg, the Town of Utica, and the Town of Borden seek to provide animal control services with a centrally operated animal shelter in the most efficient, economical, and professional manner as possible by utilizing the existing City of Jeffersonville Animal Shelter for the benefit of all parties hereto.

WHEREAS, the parties desire to enter into an Interlocal Agreement to accomplish said purposes.

NOW, THEREFORE, BE IT RESOLVED by this Board of Clark County Commissioners as follows:

1. The County hereby approves the Interlocal Agreement for the Joint Use and Operation of the Jeffersonville Animal Shelter, attached hereto as **Exhibit “A”**.

2. This Resolution shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of the Board.

So Resolved this 19th day of December, 2024.

Members voting "NO":

Bryan Glover, Commissioner

Connie Sellers, Commissioner

Jack Coffman, Commissioner

Members voting "YES":



Bryan Glover, Commissioner

Absent

Connie Sellers, Commissioner



Jack Coffman, Commissioner

Attested by:



Danny Yost, Clark County Auditor

**INTERLOCAL COOPERATION AGREEMENT FOR
THE JOINT USE AND OPERATION OF THE
JEFFERSONVILLE-CLARK COUNTY ANIMAL SHELTER**

Whereas, each of the political subdivisions signatory hereto are desirous of providing animal control services to their constituents in the most efficient, economical, and professional manner possible; and,

Whereas, a satisfactory facility commonly known as the Jeffersonville-Clark County Animal Shelter (hereinafter called the "Shelter") currently exists for said purposes; and,

Whereas, Indiana Code 36-1-7-1 *et. seq.* provides statutory authority for Indiana political subdivisions to jointly exercise any power that could be exercised by any such subdivision individually.

NOW, THEREFORE, BY THIS INDENTURE, it is agreed between Clark County, the City of Jeffersonville, the Town of Clarksville, the City of Charlestown, the Town of Sellersburg, the Town of Utica, and the Town of New Providence (Borden), all of which are Indiana political subdivisions (hereinafter called "Political Subdivisions"), entitled to jointly exercise such powers pursuant to the provisions of Indiana Code 36-1-7-3, as follows:

Section I. Term.

This agreement shall be for a term of three (3) years, commencing January 1, 2025, and ending on December 31, 2027.

Section II. Purpose

It is the primary purpose of this Agreement to provide animal control services with a centrally operated animal shelter in the most efficient, economical, and professional manner possible by utilizing the existing Shelter facility for the benefit of all parties hereto.

Section III. Financing

It is specifically agreed between the undersigned parties, whether jointly or severally, that the relative contribution from each political subdivision for the term, shall be as follows:

Each of the parties shall be responsible for a percentage share (which is based upon each political subdivision's percentage of the county's population from the most recent U.S. Census) of the total annual operating expenses of the Shelter, which shall be the total annual budget and **shall not include those expenses that are the responsibility of each political subdivision not covered by this agreement.**

Those percentages are as follows:

Borden	1%	\$7,153.09
Charlestown	7%	\$50,071.53
Clarksville	17%	\$121,602.53
Sellersburg	8%	\$57,224.72
Utica	1%	\$7,153.09
County	24%	\$171,674.16

The parties hereby acknowledge that the aforementioned amounts reflect a significant increase from the previous agreement. Therefore, each of the party's contribution for their share shall be phased-in over the term of this agreement as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Borden	\$4,867.94	\$5,990.94	\$7,153.09
Charlestown	\$34,040.75	\$41,936.51	\$50,071.53
Clarksville	\$90,177.73	\$105,655.67	\$121,602.53
Sellersburg	\$18,884.16	\$41,294.16	\$57,224.72
Utica	\$4,867.94	\$5,990.94	\$7,153.09
County	\$116,952.47	\$143,904.95	\$171,674.16

All funds owed for the joint operation and use of the Shelter shall be payable to the office of the Jeffersonville Controller **yearly** with payments due on or before July 1 of the ensuing years during the term of this Agreement. Either party may request a review of the annual operating expenses provided said request is made in writing no later than May 1st of each year during the term of this Agreement.

Section IV. Additional Capital Expenditures

For the purpose of this agreement it is presumed that the City of Jeffersonville shall contribute the balance of the remaining funds necessary to fully staff and operate the Shelter. The sole exception to this provision is that in the event that immediate capital expenditures are necessary on an emergency basis to improve the conditions and operation of the facility, the City of Jeffersonville may petition the signatory political subdivisions hereto for an additional pro rata contribution towards such capital expenditures.

Section V. Staffing

It shall be the sole responsibility of the City of Jeffersonville, Indiana, to staff the Shelter with administrative personnel for purposes of carrying out the duties and function of the shelter. In that regard, the Executive Director of the Shelter shall have full and exclusive control of all activities on the shelter premises in relation to the provision of animal control services to the public including the establishment of rules and procedures

necessary for the operation. In addition, it shall be the sole duty of the City of Jeffersonville, Indiana, to establish and maintain a budget therefore.

Section VI. Manner of Acquiring Property

It is acknowledged between the signatory political subdivisions hereto that all right, title, and interest in the existing Shelter is fully vested in the City of Jeffersonville, Indiana. In addition, the acquisition, holding, and disposal of real and personal property used in the joint undertaking for the provision of animal control services hereunder shall be done in the name of the City of Jeffersonville, Indiana.

Section VII. Approval and Effective Date

The parties agree this Agreement shall be in full force and effect upon the last signature to the Agreement and filing with the Clark County Recorder's Office. However, in the event any parties do not participate, this Agreement shall act as binding obligation between the City of Jeffersonville, Indiana and each municipality that executes the Agreement at which time those municipalities shall be responsible for their respective contribution amount set forth above.

Section VIII. Cat Diversion Program

The City of Jeffersonville has implemented a community cat diversion program whereby outdoor, free-roaming community cats, including feral cats, will be spayed or neutered, ear-tipped, and vaccinated against rabies immediately after intake. Once medical care has been given, community cats are returned to their outdoor home area by the agency or citizen that brought the cat(s) to the Shelter. For the purpose of this agreement, municipal animal controls will be notified by the Shelter employees when a community cat is ready to be returned to its outdoor home area, whereby the participating municipality will retrieve cat from the Shelter and return it. Jeffersonville is not responsible for the return of community cats that are intake from the contracting municipality.

[SIGNATURE PAGES TO FOLLOW]

Clark County, Indiana
By Ordinance of its County
Commissioners, Passed and adopted
The 19 day of December, 2024.

Attest:



Auditor



President, Clark County Commissioners