

STATE OF INDIANA
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

ORDINANCE NO. 2022 – OR – 009

AN ORDINANCE AUTHORIZING AND APPROVING THE ENTRY INTO AN INTERLOCAL AGREEMENT FOR THE JOINT USE AND OPERATION OF THE JEFFERSONVILLE-CLARK COUNTY ANIMAL SHELTER.

WHEREAS, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

WHEREAS, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions for the town; and,

WHEREAS, pursuant to I.C. 36-1-7 *et seq.* the State of Indiana, political subdivisions and state agencies may enter into interlocal cooperation agreements for the joint exercise of powers; and,

WHEREAS, this Council has determined that the joint use and operation of the Jeffersonville-Clark County Animal Shelter (J.B. Ogle Shelter) will be of benefit to the citizens of Sellersburg, Indiana; and,

WHEREAS, this Council, desires to authorize the entry into an interlocal agreement for the joint use and operation of the Jeffersonville-Clark County Animal Shelter.

NOW THEREFORE BE IT ORDAINED by this Town Council of Sellersburg, Indiana the following:

1. This Council does hereby authorize and approve the entry into the interlocal agreement for the joint use and operation of the Jeffersonville-Clark County Animal Shelter (*See Exhibit “A”*).
2. The Town Council President or Town Manager shall have the authority to execute the interlocal agreement attached hereto.

3. This ordinance 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 this Council.

So Ordained this 23rd day of May, 20 22.

“Aye”

“Nay”

Brad Amos
Brad Amos
Council President

Brad Amos
Council President

Scott McVoy
Scott McVoy
Council Vice President

Scott McVoy
Council Vice President

Terry Langford
Terry Langford
Council 2nd Vice President

Terry Langford
Council 2nd Vice President

Matthew Czarnecki
Matthew Czarnecki
Council Member

Matthew Czarnecki
Council Member

Randall Mobley
Randall Mobley
Council Member

Randall Mobley
Council Member

Michelle D. Miller
Attested by: Michelle Miller
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 5/23/2022

MOTION: Czarnecki

SECOND: McVoy

VOTE: 5 AYE 0 NAY

0 ABSTAIN

SECOND READING

DATE: 5/23/2022

MOTION: Czarnecki

SECOND: McVoy

VOTE: 5 AYE 0 NAY

0 ABSTAIN

**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 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 an initial term of three (3) years, commencing January 1, 2022, and ending on December 31, 2024.

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 Jeffersonville-Clark County Animal 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 Animal 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%	\$3,735
Charlestown	7%	\$26,145
Clarksville	20%	\$74,700
Sellersburg	6%	\$22,410
Utica	1%	\$3,735
County	24%	\$90,000

All funds owed for the joint operation and use of the Jeffersonville-Clark County Animal 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.

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 Jeffersonville-Clark County Animal 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 Jeffersonville-Clark County Animal Shelter with administrative personnel for purposes of carrying out the duties and function of the shelter. In that regard, the Executive Director of the Jeffersonville-Clark Animal 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 Jeffersonville-Clark County Animal 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 Jeffersonville Animal Shelter. For the purpose of this agreement, municipal animal controls will be notified by Jeffersonville Animal shelter employees when a community cat is ready to be returned to its outdoor home area, whereby the participating municipality will retrieve cat from Jeffersonville Animal Shelter and return it. Jeffersonville is not responsible for the return of community cats that are intaked from the contracting municipality.

Town of Sellersburg, Indiana
By Ordinance of its Town Council,
Passed and adopted the 23rd day
Of May, 2022.

Attest:

Michelle D. Miller
Clerk

Brad J. Quora
President, Town Council