

STATE OF INDIANA

BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

ORDINANCE NO. 2024 – OR – 016

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 15th day of October, 2024.

“Aye”

“Nay”

Brad J. Amos
Brad Amos
Council President

Brad Amos
Council President

Terry Langford
Terry Langford
Council Vice President

Terry Langford
Council Vice President

Abstained
Scott McVoy
Council 2nd Vice President

Scott McVoy
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: 10/15/2024

MOTION: Langford SECOND: Czarnecki

VOTE: 4 AYE 0 NAY 1 ABSTAIN by McVoy
RLM

APPROVAL: DATE: 10/15/2024

MOTION: Czarnecki SECOND: Langford

VOTE: _____ AYE _____ NAY 1 ABSTAIN by McVoy
RLM

DEPARTMENT OF LAW

Les Merkley, Corporation Counsel/Director of Legal Affairs

812-285-6493 office
812-285-6403 fax
www.cityofjeff.net

Jeffersonville City Hall
500 Quartermaster Court
Jeffersonville, Indiana 47130



September 19, 2024

Town of Sellersburg
Attn: Jake Elder
316 East Utica Street
Sellersburg, IN 47172

Dear Jake:

This is a follow-up to my letter dated April 15, 2024 with a revised "Interlocal Cooperation Agreement for the Joint Use and Operation of the Jeffersonville-Clark County Animal Shelter". The existing agreement expires December 31, 2024. The revised agreement is for three (3) years.

The revised Agreement is based on the 2014 operating expenses of the Shelter. Obviously, those expenses have significantly increased over the last ten (10) years. Therefore, the enclosed Agreement is different than the one sent in April in that it now provides for the increases towards the shelter's expenses be phased-in over the three-year term in an effort to reduce the fiscal impact on your municipality.

Assuming your municipality still desires to enter in an agreement in reference to the use and operation of the shelter, please forward to me the enclosed agreement executed by your governing board and/or executive. Meanwhile, if you have any questions or wish to discuss further, please feel free to contact me.

With warm regards, I am

Sincerely,

Les Merkley
Corporation Counsel/Director for Legal Affairs
Direct: (812) 285-6423
lmerkley@cityofjeff.net

LDM/ja
Enclosure

CC: K. Ashcraft

**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	\$41,9376.51	\$50,07.53
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 _____ day of _____, 2024.

Attest:

Auditor

President, Clark County Commissioners

City of Jeffersonville, Indiana
By Ordinance of its Common Council,
Passed and adopted the _____ day of
_____, 2024.

Attest:

Clerk

Mayor

Town of Borden, Indiana
By Ordinance of its Town Council, Passed
and adopted the _____ day of
_____, 2024.

Attest:

Clerk

President, Town Council

Town of Utica, Indiana
By Ordinance of its Town Council,
Passed and adopted the _____ day
Of _____, 2024.

Attest:

Clerk

President, Town Council

Town of Clarksville, Indiana
By Ordinance of its Town Council,
Passed and adopted the _____ day of
_____, 2024.

Attest:

Clerk

President, Town Council

City of Charlestown, Indiana
By Ordinance of its Common Council,
Passed and adopted the _____ day
Of _____, 2024.

Attest:

Clerk

Mayor

Town of Sellersburg, Indiana
By Ordinance of its Town Council,
Passed and adopted the _____ day
Of _____, 2024.

Attest:

Clerk

President, Town Council

