

STATE OF INDIANA

BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS

ORDINANCE NO. 15 -2014

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

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

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

**WHEREAS**, this Board 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 Clark County, Indiana; and,

**WHEREAS**, this Board, 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 THE BOARD OF COMMISSIONERS OF CLARK COUNTY AS FOLLOWS:**

1. This Board 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. 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 Board.

So Ordained this 10<sup>th</sup> day of April, 2014.

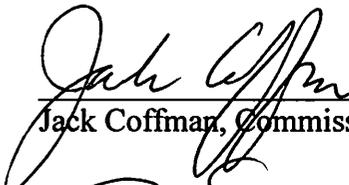
*Members voting "NO":*

\_\_\_\_\_  
Jack Coffman, Commissioner

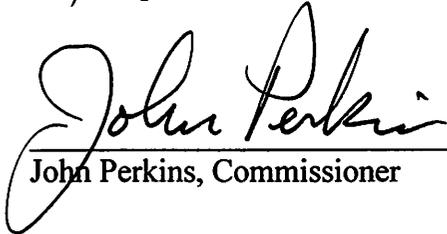
\_\_\_\_\_  
Rick Stephenson, Commissioner

\_\_\_\_\_  
John Perkins, Commissioner

*Members voting "YES":*

  
\_\_\_\_\_  
Jack Coffman, Commissioner

  
\_\_\_\_\_  
Rick Stephenson, Commissioner

  
\_\_\_\_\_  
John Perkins, Commissioner

*Attested by:*

  
\_\_\_\_\_  
R. Monty Spelling, 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 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, 2014, and ending on December 31, 2017.

**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.

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**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:

<b>Borden</b>	<b>1%</b>	<b>\$3,735</b>
<b>Charlestown</b>	<b>7%</b>	<b>\$26,145</b>
<b>Clarksville</b>	<b>20%</b>	<b>\$74,700</b>
<b>Sellersburg</b>	<b>6%</b>	<b>\$22,410</b>
<b>Utica</b>	<b>1%</b>	<b>\$3,735</b>
<b>County</b>	<b>24%</b>	<b>\$90,000</b>

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 quarterly with payments due no later than **March 1, June 1, September 1, and December 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. Joint Advisory Board**

Under the provisions of this agreement, a Jeffersonville-Clark County Animal Shelter Joint Advisory Board is hereby created. Each political subdivision hereunder shall appoint one (1) member of its executive or legislative body to attend a meeting at least annually to discuss the current status of the facility. The committee may make recommendations to the various political subdivisions signatory hereto regarding major purchases of equipment, new facility construction, and such other matters as it deems appropriate.

## **Section VII. 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.

Clark County, Indiana  
By Ordinance of its County  
Commissioners, passed and adopted  
The \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Auditor

\_\_\_\_\_  
President, Clark County Commissioners

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

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

Town of New Providence (Borden), Indiana  
By Ordinance of its Town Council, passed  
And adopted the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President, Town Council

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

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President, Town Council

Town of Clarksville, Indiana  
By Ordinance of its Town Council,  
Passed and adopted the \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President, Town Council

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

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

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

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President, Town Council