

**RESOLUTION 2024-26
TO APPROVE THE INTERLOCAL AGREEMENT
BETWEEN MONROE COUNTY, THE TOWN OF ELLETTSVILLE
AND THE CITY OF BLOOMINGTON FOR
ANIMAL SHELTER OPERATION FOR THE YEAR 2025**

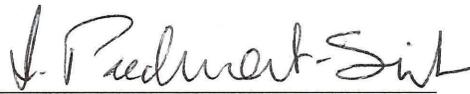
WHEREAS, the Common Council of the City of Bloomington desires to contract with Monroe County and the Town of Ellettsville, through the authority of I.C. § 36-1-7 et seq., to provide services and facilities to Monroe County and the Town of Ellettsville for animal care and control in consideration of payment therefore; and

WHEREAS, an agreement has been reached between the City of Bloomington, Monroe County and the Town of Ellettsville to provide said services and facilities for 2025;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

Section 1. The Common Council hereby approves the Animal Shelter Interlocal Agreement For Fiscal Year 2025 attached hereto and incorporated herein and authorizes the Mayor and the Director of the Animal Shelter to execute the Agreement as attested to by the Clerk of the City of Bloomington.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 4 day of December, 2024.


ISABEL PIEDMON-SMITH, President
Bloomington Common Council

ATTEST:


NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 5 day of December, 2024.


NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 6 day of December, 2024.


KERRY THOMSON, Mayor
City of Bloomington

SYNOPSIS

This resolution authorizes execution, by the Mayor and Director of Animal Care and Control, of the Animal Shelter Interlocal Agreement for Fiscal Year 2025 between the City of Bloomington, Monroe County and Town of Ellettsville. The agreement provides that Monroe County shall pay the City of Bloomington the sum of \$433,122.80 for 2025 in return for the space the City provides to the County and services it renders on the County's behalf. The agreement further provides that the Town of Ellettsville shall pay to the City of Bloomington the sum of \$23,158.30 for 2025 in return for the space the City provides the Town of Ellettsville and services it renders on the Town of Ellettsville's behalf.

Distributed to: Clerk, Controller, Council Attorney, Legal, Mayor, Animal Care and Control, Public Works, and Monroe County Commissioners.

**ANIMAL SHELTER AND MANAGEMENT INTERLOCAL AGREEMENT
FOR FISCAL YEAR 2025**

WHEREAS, the City of Bloomington, Department of Public Works, Animal Care & Control Division (“ACCD”) operates the Bloomington Animal Shelter (“Shelter”) for the care and control of animals within the corporate boundaries of the City of Bloomington (“City”); and,

WHEREAS, ACCD enforces licensing, and animal care and animal control ordinances within the corporate boundaries of the City, including impoundment, adoptions and euthanization of animals at the Shelter; and,

WHEREAS, the Monroe County Animal Management Officers exercise similar functions within Monroe County (“County”), but utilize the Shelter premises and staff for impoundment, adoptions and euthanization of animals; and,

WHEREAS, the County Animal Management Officers exercise similar functions within the town limits of the Town of Ellettsville (“Town”), but utilize the Shelter premises and staff for impoundment, adoptions and euthanization of animals; and,

WHEREAS, the Town finds it in the best interest of its citizens to contract with the County for the animal management services and with the City for animal shelter use; and,

WHEREAS, the County finds it in the best interest of its citizens to contract with the City for animal shelter use and to provide the Town animal management services; and,

WHEREAS, the City, the Town, and the County are empowered pursuant to Indiana Code § 36-1-7 to contract together on the basis of mutual advantage to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local government.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein agreed, the parties agree as follows:

1. The duration of the Animal Shelter and Management Interlocal Agreement (“Agreement”) shall be for one (1) year, commencing January 1, 2025, and ending on December 31, 2025.
2. The City agrees to provide the Town and the County the following:
 - a. The impoundment, general animal care, adoption and euthanization of animals for the Town and County.
 - b. Use of supplies and equipment in the Shelter by the County personnel;
 - c. Assistance to the Town and County in answering phone calls, dispatching service calls and explaining the County animal management laws to callers; and

- d. Acceptance and recording payments for County license fees, and remitting these funds to the County monthly.
3. The County shall administer and enforce County Animal Management laws, including relevant kennel regulations, within the corporate limits of the Town.
4. The County agrees to pay the City the sum of \$433,122.80 in reimbursement for Shelter operations expenditures.
5. The Town agrees to pay the City, the sum of \$23,158.30 in reimbursement for Shelter operations expenditures.
6. The level of cooperation recited in this Agreement is intended to exist for the purpose of efficient and effective delivery of governmental services to the citizens of the City, Town, and County; however, the parties recognize that modifications may be required, either to the Agreement itself, or to the practices and procedures that bring the recitals contained within this document to fruition.
7. The City, the Town, and the County departments affected by the terms of this Agreement will continue to communicate and cooperate together to assure that the purposes of this Agreement are achieved on behalf of and to the benefit of the citizens of the respective political subdivisions.
8. This agreement shall be administered through a joint board composed of representatives of the City, County and Town.
9. Payments shall be made semi-annually to the Controller of the City, upon the timely submission by the City of a claim. Such claims should be submitted to the Monroe County Board of Commissioners, Room 322, Courthouse, Bloomington, Indiana 47404 and the Town Council of Ellettsville, P. O. Box 8, Ellettsville, Indiana, 47429. This Agreement delegates to the Controller of the City the duty to receive, disburse, and account for all monies of this joint undertaking.
10. The City, the Town or the County may terminate this agreement, in whole or in part, at any time upon ninety (90)-day written notice to the others when it is in the best interest of any party. The City shall be paid any outstanding charges that are supported by verifiable documentation. The City shall promptly submit its termination claim to the Town and County to be reviewed and paid, assuming all charges are verified. If the City, the Town or the County has any property in its possession belonging to any of the others, such property shall be promptly returned to the rightful owner or disposed of in the manner the other parties direct.

THE PARTIES, intending to be bound, have executed this AGREEMENT FOR FISCAL YEAR 2025 on this 25 day of November, 2024.

TOWN OF ELLETTSVILLE, INDIANA



SCOTT OLDHAM, PRESIDENT
ELLETTSVILLE TOWN COUNCIL

DATE: 11/25/2024

ATTEST:

Noelle M. Conyer
NOELLE CONYER, CLERK TREASURER

DATE: 11/25/2024

CITY OF BLOOMINGTON

MONROE COUNTY COMMISSIONERS

KERRY THOMPSON, MAYOR

JULIE THOMAS, PRESIDENT

DATE: _____

DATE: _____

LEE JONES, COMMISSIONER

DATE: _____

PENNY GITHENS, VICE PRESIDENT

DATE: _____

ATTEST:

ATTEST:

NICOLE BOLDEN, CLERK

BRIANNE GREGORY, COUNTY AUDITOR

DATE: _____

DATE: _____