



JEFFERSON COUNTY ANIMAL SHELTER INTERLOCAL AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT, dated as of November 18 2025 is by and between Jefferson County, Indiana (the "County"), the City of Madison, Indiana (the "City") and the Town of Hanover (the "Town").

WHEREAS, Jefferson County, Indiana, operates the Jefferson County Animal Shelter ("Animal Shelter") for the care and control of animals; and,

WHEREAS, Jefferson County (the "County") enforces licensing, animal care and animal control ordinances within the County, including impoundment, adoptions and euthanasia of animals of the Animal Shelter (Shelter); and,

WHEREAS, the City of Madison (the "City") owns the building and land upon which the Animal Shelter operates and exercises similar functions within the corporate limits of the municipality, but utilizes the Shelter premises and staff for impoundment, adoptions and euthanasia of animals; and,

WHEREAS, the Town of Hanover (the "Town") exercises similar functions within the town limits of the Town, but utilizes the Shelter premises and staff for impoundment, adoptions and euthanasia of animals; and,

WHEREAS, Jefferson County, the City of Madison, and the Town of Hanover find it in the best interest of their citizens to enter into a contract with each other for animal management services and Animal Shelter use; and,

WHEREAS, Jefferson County, the City of Madison, and the Town of Hanover are political subdivisions 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 Agreement shall be for one (1) year, commencing January 1, 2026, and ending on December 31, 2026, subject to the provisions of extension or withdraw as set forth herein.
2. Jefferson County agrees to provide the City of Madison and the Town of Hanover with the following: impoundment, general animal care, adoption and euthanasia of animals for the County, City and Town pursuant to policies and procedures adopted by the Animal Shelter Advisory Board described herein.

3. 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 County, City, and Town; however, the parties recognize that modifications may be required, either to the Agreement itself, or to the practices and procedures that bring the provisions contained within this document to fruition.
4. The County, City, and Town 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.
5. This agreement shall be administered through a joint board (the Animal Shelter Advisory Board), which shall meet not less than annually, and be composed of the following officials:
 - a. One Jefferson County Commissioner
 - b. The Mayor of the City of Madison
 - c. One Town of Hanover Board Member and;
 - d. One veterinarian appointed by the other three board members who shall act in an advisory role in regard to animal healthcare and day-to-day best practices.
6. The Animal Shelter Advisory Board shall recommend a director, who shall supervise the day-to-day operation of the shelter, to the County Commissioners who shall have final approval prior to hiring. The person hired shall be considered an employee of the County.
7. The Director of the Animal Shelter shall report directly to the Human Resources Department as a Department Head for employment purposes.
8. The Director of the Animal Shelter shall be responsible for:
 - a. Submitting and acting in accordance with an annual budget
 - b. Preparing and implementing a capital plan
 - c. Creating and implementing procedures and best practices
 - d. Maintaining the lease, buildings, and fixtures of the facility
 - e. Creating and setting a schedule of fees
 - f. Employment and management of employees of the Shelter
 - g. Submitting a regular report of operations to the Animal Shelter Board
 - h. Following the County Personnel Policy and utilizing the Human Resources directors for all employment issues.
9. Reserved.

10. The City agrees to pay the County, the sum of up to \$70,000 in reimbursement of yearly Animal Shelter Operations expenditures during the term of this Interlocal Agreement. These sums may be adjusted annually in the future as needed by agreement of the parties based on the actual expense of the operation of the Animal Shelter.
11. The Town agrees to pay the County, the sum of up to \$15,000, in reimbursement of yearly Animal Shelter Operations expenditures during the term of this Interlocal Agreement. These sums may be adjusted annually in the future as needed by agreement of the parties based on the actual expense of the operation of the Animal Shelter.
12. Payments shall be made no later than June 15th and December 15th during the year of operations to the Auditor of Jefferson County upon the timely submission by the County of a claim with supporting documentation.
13. The City agrees to allow the Animal Shelter to operate on its property utilizing the current footprint until such time the shelter is relocated or in the event it ceases operation. County agrees to obtain City permission for any major structural changes to the property or expansion of the shelter footprint. County agrees to properly maintain the building free of any nuisances or deferred maintenance.
14. The City and/or Town may withdraw from this agreement, in whole or in part, with six-month written notice to the other parties. The amount of any unpaid contributions for that year shall still be due and payable by the withdrawing party. The agreement may be terminated, in whole or in part, with the mutual consent of all parties. If not withdrawn or terminated as set forth herein, the agreement shall automatically renew for one-year periods as long as shelter operations are performed as described herein.

THE PARTIES, intending to be bound, have executed this **ANIMAL SHELTER INTERLOCAL AGREEMENT FOR FISCAL YEAR 2026** on this day of November 18, 2025.

1. Term of Agreement. This Agreement shall be in effect for the term of the Agreement and any extensions. This Agreement may otherwise be terminated, or may be extended, only by a written agreement signed by the parties as set forth herein.
2. Supplemental Documents. The City and County agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this agreement.
3. Limitation of Liability. County acknowledges that City and Town shall not be liable to County for completion of or failure to complete any activities which are an obligation of the County to perform pursuant to this agreement, and County agrees to indemnify, defend, and hold harmless the City and Town and its agents, officers and employees from all claims and suits of any nature whatsoever arising from the County's performance of this agreement, from all judgments, and County shall indemnify the City and Town from any liabilities or claims, in tort or otherwise arising from the undertaking of the design and construction of the Project, including expenses in defending or appealing any claims or judgments, including without limitations court costs, attorney fees, and other expenses.
4. Recording and Filing. This Agreement shall be recorded in the Office of the Recorder of the County and filed with the Indiana State Board of Accounts within sixty (60) days of its execution.
5. Municipal Contract Provisions. This Agreement incorporates by reference all provisions required to be included in municipal contracts under state law.
6. Notice. For the purpose of any notice or submittal specified by this Agreement, the notice or submittal shall be hand-delivered with receipt provided to the following:

Jefferson County, Indiana
300 East Main Street
Madison, Indiana 47250
Attention: Auditor

Town of Hanover
11 N. Madison Avenue
Hanover, IN 47243
Attention: Board President

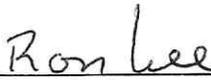
City of Madison
101 West Main Street
Madison, Indiana 47250
Attention: Mayor

7. Integration. This Agreement represents the entire understanding between the parties. The signing of this Agreement by both parties constitutes their mutual recognition that no other contracts or agreements, oral or written, exist between them and that if such oral or written contracts do exist, they shall be considered void. Each party represents to the other that it will not rely upon any agreement, contract or understanding not otherwise stated within this Agreement, or a written and signed amendment to this Agreement without the full knowledge and approval of both parties. This agreement supersedes any prior interlocal agreement regarding the operation of the Animal Shelter.

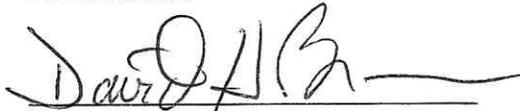
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

JEFFERSON COUNTY, INDIANA

By: Board of Commissioners of
Jefferson County, Indiana



Commissioner



Commissioner



Commissioner

ATTEST:



County Auditor

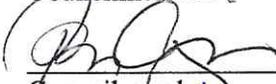
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JEFFERSON COUNTY, INDIANA

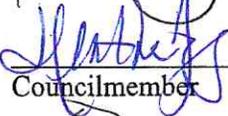
By: County Council of
Jefferson County, Indiana



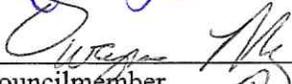
Councilmember



Councilmember



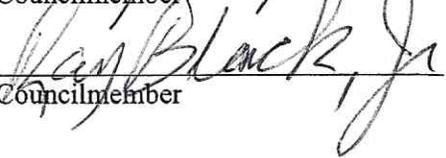
Councilmember



Councilmember



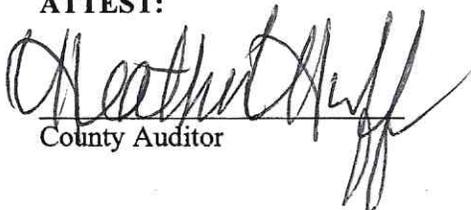
Councilmember



Councilmember

Councilmember

ATTEST:



County Auditor

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF MADISON, INDIANA

Bobb Coen

Mayor

Carla E Krutz

Council President

ATTEST:

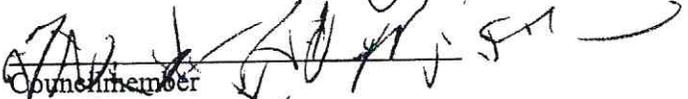
[Signature]

Clerk-Treasurer

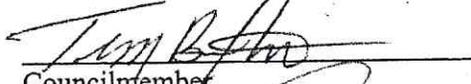


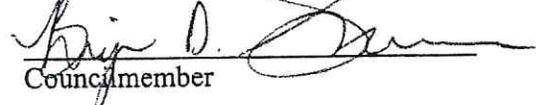
TOWN OF HANOVER, INDIANA


Board President

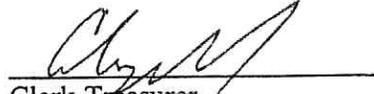

Councilmember


Councilmember


Councilmember


Councilmember

ATTEST:


Clerk-Treasurer