

INTER-LOCAL COOPERATION AGREEMENT

TITLE INTERLOCAL AGREEMENT made and entered into as of the 20 day of MAY, 1999, by and between the City of New Albany, Indiana (hereinafter referred to as the "City"), and Floyd County, Indiana (hereinafter referred to as the "County"), political subdivisions of the State of Indiana, under the terms, covenants, conditions, commitments and agreements following, and all pursuant to the provisions of IC 36-1-7, et seq.

WITNESSETH:

PART I ANIMAL SHELTER CONSTRUCTION

Articles 1 through 4 of this agreement shall apply to the construction phase of the joint undertaking of the City and County:

ARTICLE 1. PURPOSE--PART I

The purpose of Part I of this agreement is to provide for the method or methods of funding the construction of an Animal Shelter to be located in Floyd County, Indiana, and to create an administrative authority vested with the duty and responsibility for the construction of the facility upon the premises commonly known as 215 West Market Street, New Albany, Indiana.

ARTICLE 2. FINANCING AND BUDGET

It is contemplated by the parties that most, if not all of the funding for the construction of the Animal Shelter shall be derived from the following sources:

(a). Direct payments toward the costs of construction of the Animal Shelter from unpledged CREDIT revenues presently received or to be received by the City and County pursuant to the provisions of IC 6-3.5-7, et seq.; and/or

(b). Contributions toward the construction of the Animal Shelter to be received from the Floyd County Animal Rescue League, Incorporated, an Indiana Corporation which is exempt from Federal Income tax under section 501(c)(3) of the Internal Revenue Code.

It is further contemplated by this agreement that, except for funding received pursuant to (b), above, the City will pay or fund 50% of the costs of construction of the Animal Shelter, and the County shall pay or fund 50% of such costs. The City and County shall adopt, and thereafter re-adopt and/or amend, as necessary, their respective Capital Improvement Plans to effectuate the agreements set forth herein.

The Treasurer of Floyd County, Indiana, is hereby designated as the official with the duty to receive, disburse, and account for all monies of Phase 1 of the joint undertaking upon claims properly presented to and warrants issued by the Auditor of Floyd County.

ARTICLE 3. OWNERSHIP

The leasehold interest and ultimate ownership of the Animal Shelter shall be vested, jointly, in the City and the County.

ARTICLE 4. ADMINISTRATION

Administration of Phase 1 of this agreement shall be vested in a joint board composed of the Mayor of the City of New Albany, Indiana, and the president of the Board of Commissioners of the County of Floyd, which board shall have the power and authority to enter into contracts for the construction of the animal shelter, together with such associated and attendant powers as shall be necessary to accomplish the purposes set forth in Article 1 of this agreement.

PART II SHELTER OPERATION AND ANIMAL CONTROL IN FLOYD COUNTY

Articles 5 through 13 of this agreement pertain to the operation of the Animal Shelter, animal control, and related services and activities in Floyd County, Indiana, which undertakings shall be hereinafter referred to herein, collectively, as 'Animal Control Services'. As used herein, the term 'Floyd County' shall include the incorporated areas of the City of New Albany, but will exclude the incorporated areas of Georgetown and Greenville.

ARTICLE 5. PURPOSE--PART II

The purpose of Part II of this agreement is the establishment of an agency of the City and County expressly committed to: (1) the 'operation' of the Animal Shelter, (2) fostering through education the development, implementation and administration of animal protection and control programs and services in Floyd County, Indiana, and, (3) the adoption and enforcement of statutes, ordinances, rules, laws, and regulations pertaining to animal health, protection, and the humane control of animals within Floyd County, Indiana.

ARTICLE 6. THE AGENCY

The Floyd County Animal Control Authority (the 'Authority') shall operate as an agency of local government and shall be administratively responsible to the Board of Commissioners of the County of Floyd and the mayor of the City of New Albany, Indiana, hereinafter referred to herein, collectively, as the 'Executive'. The Authority shall be responsible for the operation, control, maintenance and repair of the Animal Shelter, as well as the implementation, administration, coordination, and enforcement of animal care and control programs and activities in Floyd County.

ARTICLE 7. THE BOARD

Except as provided by applicable law or the rules, regulations, directives, and enactments of the Executive, the management of the Authority shall be vested in its board of directors, the same to be composed of five (5) members of whom each shall be a resident of Floyd County, shall be knowledgeable of and/or have a keen interest in the matters of animal protection and control, and shall hold no other elective or appointive office. The members of the board of directors shall be appointed as follows:

(1) One member, to be appointed jointly by the Executive, shall be selected from a slate of not fewer than three (3) nominees submitted by the board of directors of the Floyd County Animal Rescue League, Inc., ("League") which member shall serve for an initial term of four years.

(2) Two members to be appointed by the Mayor of the City of New Albany, with the advice and consent of the common council of said city, who shall not be officers or directors of the League, with one member to serve an initial term of two years and one an initial term of three years.

(3) Two members to be appointed by the Board of Commissioners of the County of Floyd, with the advice and consent of the Floyd County Council, who shall not be officers or directors of the League, with one member to serve an initial term of two years and one an initial term of three years.

After the expiration of the initial term, each member of the board of directors shall be appointed for a term of four years, and each member shall be eligible for reappointment. The Mayor of the City of New Albany and the President of the Board of Commissioners of the County of Floyd shall be ex officio members of the board without vote. Ex officio members shall not be considered for quorum purposes.

ARTICLE 8. VACANCY AND REMOVAL

Members of the board or directors of the Authority shall serve until their successors are duly appointed and qualified. If a vacancy occurs, the appointing authority shall appoint a qualified person to serve the remainder of the unexpired term of the departing member. If a member fails to continue to satisfy the conditions for membership, as defined in Article 7 of this agreement, for the full term of his membership, a vacancy shall occur in that office. A member of the board may be removed by the appointing authority for the following reasons:

1. The absence, without just cause, from three consecutive regular meetings of the board; or
2. The absence, without just cause, from four regular meetings of the board during a calendar year; or
3. The failure to perform the duties of the office of member of the board, as such duties are prescribed by this agreement, the Executive, or the rules and policies promulgated by the board of directors of the Authority.

For purposes of this Article, the interpretation and application of the phrase 'without just cause' and the phrase 'failure to perform the duties of the office' shall be determined in the sole discretion of the appointing authority.

ARTICLE 9. COMPENSATION OF BOARD

The members of the Board of Directors of the Authority shall be entitled to receive compensation for services rendered in such capacity only as expressly authorized by the

Common Council of the City of New Albany and the Floyd County Council.

ARTICLE 10. OFFICERS AND EMPLOYEES

The Board of Directors of the Authority shall, immediately after appointment, meet and organize. The board shall elect a chairman, vice chairman, and such other officers as the board deems necessary and appropriate, and shall enact rules and procedures for the conduct of its business. The board shall prescribe the duties of all officers and employees of the Authority, and shall establish personnel policies that are not inconsistent with those established by the Executive for its other officers and employees.

ARTICLE 11. MEETINGS

The Board of Directors of the Authority shall meet at least monthly for the conduct of its business. Special meetings of the board may be called by:

1. The chairman; or
2. Three members of the board; or
3. The Executive.

A majority of the appointed members of the board shall constitute a quorum for the transaction of business. Notice of meetings of the board shall be given as required by law.

ARTICLE 12. BUDGETS AND COMPENSATION

The Board of Directors of the Authority shall formulate and submit an annual budget to the fiscal body of Floyd County and the fiscal body of the city of New Albany in the regular manner and at the regular time for consideration of other annual budgets, and shall therein recommend the compensation for each of the employees of the Authority. If necessary and appropriate for the timely joint approval, amendment, modification, and/or supplement of the budget request of the Board of Directors of the Authority, to include the compensation of employees of the Authority, the respective fiscal bodies of the City and County shall meet in joint session for such purpose(s), pursuant to notice. Of the annual budgets jointly approved from year to year during the term of this agreement, the City shall contribute to the funding of such budgets a sum equal to the percentage by which the population of said City relates to the entire population of Floyd County, Indiana, and the County shall pay

and contribute the balance of such funding, all as determined by the most recent federal census; PROVIDED, however, until the official publication of the 2000 decennial census and the amendment of this Article as hereinafter provided, the City shall pay and contribute toward the approved annual budget of the Authority a sum equal to fifty-nine percent (59%) thereof, and the County shall pay and contribute a sum equal to forty-one percent (41%) thereof, AND PROVIDED, that the contribution of each party shall be adjusted as of the first day of the calendar year following the date of official publication of each decennial census; AND FURTHER PROVIDED, that upon such publication, this agreement shall be deemed amended to reflect the adjusted percentages payable by each entity, without further action of the parties.

ARTICLE 13. POWERS OF THE AUTHORITY

Pursuant to the provisions of IC 36-1-7-3(b), the following powers may be exercised by the Authority, subject, however, to the limitations set forth in Article 7, hereof, and required fiscal approval:

1. The power to sue and be sued.
2. The power to purchase or lease personal property and to contract with any person for supplies and/or services necessary or incidental to the provision of animal control services, PROVIDED, the term of any such agreement or contract shall not exceed five years without express written consent of the Executive. The Executive hereby designates the Authority, acting by and through its board of directors, as a purchasing agent to make Small Purchases of \$25,000.00 or less pursuant to the provisions of IC 5-22-8, et seq., and under this Article.
3. The power to accept gifts and grants of money or other property or services from any source, public or private, and to comply with the terms of the gift or grant PROVIDED, however, such compliance shall be subject any law, rule, statute, or regulation pertaining to the appropriation and expenditure of monies.
4. The power to hire and retain personnel necessary for the accomplishment of the purposes for which the Authority was created, and to contract for professional services attendant thereto.

5. The power to reimburse employees and board members for travel and related expenses at a rate determined by the board.

6. The power to conduct promotional and educational programs and activities, to include those giving awards and incentives, that further the animal protection and control objectives of the Authority.

7. All powers incidental to those expressly granted which are reasonable necessary for the accomplishment by the Authority of its express duties, obligations, and responsibilities hereunder.

The Executive expressly reserves the following enumerated powers; all others which may be preempted under Article 7, hereof; and all powers not reasonably necessary for the accomplishment by the Authority of its express duties, obligations, and responsibilities hereunder:

a. The power to impose fees and charges for services rendered in providing animal control services.

b. The power to levy a tax.

c. The power to sell, lease, or otherwise dispose of property of the Authority except in accordance with applicable law, statute, and with the prior approval of the Executive.

d. The power to borrow money.

e. The power to adopt resolutions, rules, or regulations having the force and effect of law.

f. The power to make grants or loans of money, property, or services without the prior approval and consent of the Executive. PROVIDED, this prohibition shall not limit or preclude the prerogatives of the Authority to permit the use of public areas within the Animal Shelter for educational, altruistic, and civic purposes or the assignment and designation of office space to the Floyd County Animal Rescue League, Inc., for its exclusive use.

ARTICLE 14. FISCAL OFFICER

The Controller of the city is hereby designated to receive, disburse, and account for all monies of the joint undertaking which is the subject of Part II of this agreement.

ARTICLE 15. THE EXECUTIVE

With respect to matters pertaining to the operation of the Animal shelter which remain within the prerogatives of the Executive, as herein provided, the Mayor of the City of New Albany, Indiana, shall cast one (1) vote, and the Board of Commissioners of the County of Floyd, shall cast one (1) vote.

PART III
MISCELLANEOUS PROVISIONS

ARTICLE 16. DURATION OF AGREEMENT

This agreement shall remain in full force and effect unless and until modified, amended, or terminated by written agreement of the parties.

ARTICLE 17. AMENDMENT

This agreement may be amended, from time to time, by mutual written agreement of the City and County.

ARTICLE 18. FILING AND RECORDATION

The Auditor of Floyd County is hereby directed to cause a copy of this agreement to be duly recorded in the office of the Recorder of Floyd County immediately upon the execution hereof by all signatories, and within sixty (60) days thereof to be filed with the State Board of Accounts, all as required by law.

APPROVED AND EXECUTED on behalf of Floyd County, Indiana, this 5 day of May, 1999, and on behalf of the Civil City of New Albany, Indiana, this day of , 1999.

BOARD OF COMMISSIONERS
OF THE COUNTY OF FLOYD

Michael T. Schneider
MEMBER

John C. Reed
MEMBER

David Miller
MEMBER

ATTEST:
Barbara Sillings
Floyd County Auditor

CIVIL CITY OF NEW ALBANY
INDIANA

By: *Douglas B. England*
Douglas B. England
Mayor

ATTEST:
Resma Dutton
New Albany City Clerk

