



MADISON *Indiana*

City Council Agenda

MEETING DATE: Tuesday, November 4, 2025, at 5:30 PM

MEETING PLACE: City Hall, Council Chambers 101 W. Main Street, Madison, IN 47250

LIVE STREAM LINK: www.youtube.com/@CityofMadisonIndianaGovernment

- A. Lord's Prayer/Pledge of Allegiance
- B. Calling of roll & notice of absentees
- C. Reading, approving, correcting, or disposing of minutes from prior meeting
- D. Presentation of petitions, memorials, remonstrances, introduction of motions, and guests
- E. Resolution or Bills
 - Resolution 2025-16C: Transfer between Appropriation Categories.
(Transfers funds between categories within MPD budget.)
 - Resolution 2025-17C: Transfer between Funds.
(Transfers funds from the BLF Control Account.)
 - Ordinance 2025-21: Interlocal Agreement with Jefferson County
(Amends existing interlocal agreement regarding public safety, historic preservation and economic development.)
 - Ordinance 2025-22: Interlocal Agreement re. Emergency Communication Services
(Amends the administrative board composition to comply with state and federal regulations.)
 - Ordinance 2025-23: Interlocal Agreement re: Jefferson County Animal Shelter
(Re-establishes the animal shelter governing board and mutual funding arrangements.)
- F. Reports, recommendations, and other business from standing/select committees of the city council
 - Board Appointments – Mayor – Tree Board: Reappointment of Jeff Matheney 12/31/27
- G. Reports of city officials
- H. Bills on second reading
- I. Miscellaneous
- J. Public comments (per sign-up sheet)
- K. Mayor's comments
- L. Next Council Meeting: Tuesday, November 18, 2025, at 5:30 PM at City Hall, Council Chambers
- M. Motion to adjourn

City of Madison acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. To assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, etc.) for participation in or access to City sponsored public programs, services and/or meetings, the City requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To plan, contact ADA Coordinator at 812-265-8300.



MADISON *Indiana*

Common Council Minutes

MEETING DATE: Tuesday, October 21, 2025, at 5:30 PM

MEETING PLACE: City Hall, 101 W. Main Street, Madison, IN 47250

The Common Council of the City of Madison, Indiana, met in regular session at 5:30 P.M. at City Hall, 101 W. Main Street, Madison, IN 47250.

Council President Carla Krebs opened the meeting with the Lord's Prayer, followed by the Pledge of Allegiance to the Flag.

Present: Krebs, Dattilo, Wilber, Schafer, and Bartlett were present. Thevenow arrived later in the meeting. Storm was absent (6-1).

Minutes: Schafer moved to approve the minutes of the October 7, 2025, regular meeting, seconded by Bartlett. All in favor, motion carried (5-0).

Presentation of petitions, memorials, remonstrances, introduction of motion & guests: None.

Resolutions or Bills: None.

Reports, recommendations, other business from standing/select committees of the city council: None.

Report of city officials: None.

Bills on second reading: Ordinance 2025-17C: Budget Notice of Appropriations and Tax Rates for 2026

(proposed budget for 2026) **Sp. Council for all 2026 Budget Matters: Roll Call Vote:** Thevenow – absent, Krebs – Y, Dattilo – Y, Schafer – Y, Storm – absent, Bartlett – Y, Wilber – Y. Ordinance, motion passes (5-0).

Ordinance 2025-19: Fixing Salaries of Appointed Officers and Employees for 2026: Roll Call Vote: Thevenow – absent, Krebs – Y, Dattilo – Y, Schafer – Y, Storm – absent, Bartlett – Y, Wilber – Y. All in favor, ordinance passes (5-0).

Ordinance 2025-20: Fixing Salaries of Elected Officials for 2026: Roll Call Vote: Thevenow – absent, Krebs – Y, Dattilo – Y, Schafer – Y, Storm – absent, Bartlett – Y, Wilber – Y. All in favor, ordinance passes (5-0).

Ordinance 2025-18: Additional Appropriations (between various funds) Sp. Krebs: Roll Call Vote: Thevenow – N, Krebs – Y, Dattilo – Y, Schafer – Y, Storm – absent, Bartlett – Y, Wilber – Y. Majority rules, ordinance passes (5-1).

Public comment (per sign-up sheet): Charlie Ferguson, 718 E Second Street, questioned Councilmember Thevenow regarding his position and decisions on the budget, referencing prior statements about reducing waste rather than increasing taxes and noting his vote against the food and beverage tax projected to generate over \$4 million in five years.

Councilmember Thevenow apologized to the community for arriving late to the meeting and thanked the Mayor and staff for their efforts in identifying reductions within the 2026 budget. He stated, however, that he did not feel

the cuts went far enough and that he would not have supported the budget this year. Thevenow added that he was pleased no raises were included for elected officials.

Mayor's comments: None.

The next regular meeting will be Tuesday, November 4, 2025, @ 5:30 pm.

Adjourn: Bartlett moved to adjourn, seconded by Schafer. All in favor (6-0).

Attested:

Mayor

President Pro Tempore

Shirley Rynearson, Clerk-Treasurer



Resolution # 2025-16C

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MADISON, INDIANA
TRANSFERRING CERTAIN APPROPRIATIONS AND REVENUE WITHIN THE SAME FUND.**

WHEREAS, as circumstances have developed since the 2025 annual budget adoption, it is now necessary to transfer certain funds among their original appropriations, which does not increase the 2025 budget.

NOW, Therefore, be it resolved BY the Common Council of the City of Madison, Indiana that the following certain funds are transferred:

From Appropriation Name:	Appropriation #:	To Appropriation Name:	Appropriation #:	Amount:
Police PT Reserve	1101 008 120	Police Dept. Svs	1101 0028 397	\$15,000

The foregoing Resolution was passed and adopted by the Common Council, City of Madison, Indiana
On the 4th day of November, 2025.

PRESENTED BY:

Councilman

Bob G. Courtney,
Mayor

(SEAL)
ATTEST:

Shirley Rynearson, Clerk-Treasurer

Resolution # 2025 - 17C

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MADISON, INDIANA

TRANSFERRING CERTAIN APPROPRIATIONS AND REVENUE BETWEEN DIFFERENT FUNDS.

WHEREAS, as circumstances have developed since the 2025 annual budget adoption, it is now necessary to transfer certain funds among their original appropriations, which does not increase the 2025 budget.

NOW, Therefore, be it resolved **BY** the Common Council of the City of Madison, Indiana that the following certain funds are transferred:

From Appropriation Name:	Appropriation #:	To Appropriation Name:	Appropriation #:	Amount:
Bethany Legacy Control Fund	2420 002 312	Park Donation Fund	2302 228 674	\$19,925.75

The foregoing Resolution was passed and adopted by the Common Council, City of Madison, Indiana
On the 4th day of November 2025.

PRESENTED BY:

Councilman

Bob G. Courtney, Mayor

(SEAL)

ATTEST:

Shirley Rynearson, Clerk-Treasurer

ORDINANCE 2025- 21
INTERLOCAL COOPERATION AGREEMENT
AMENDMENT OF TERMS

THE INTERLOCAL COOPERATION AGREEMENT, dated as of May 7, 2020, by and between Jefferson County, Indiana (the “County”), and the City of Madison, Indiana (the “City”) is hereby amended as of January 1, 2025 to reflect terms mutually agreeable to both parties. The original agreement is attached as Exhibit A.

RECITALS

- A. The County and the City, individually and collectively, have determined that the design, construction and equipping of a new jail facility to be operated by the County (the “Project”), will improve public safety and be of public utility and benefit to the citizens of the County and the City; and
- B. With the intent of providing financial resources to finance the Project, the County has imposed the income tax on the taxpayers of County pursuant to IC 6-3.6 (the “LIT”) and allocated a portion of the additional revenue category of the expenditure rate of the LIT to the sub-category of public safety (the revenues from such public safety sub-category, the “Public Safety Revenues”); and
- C. To assist in the financing of the Project by the County, the City desires to transfer to the County a portion of the Public Safety Revenues received by the City (such portion of the City’s Public Safety Revenues, the “City Contribution”); and
- D. The County is a political subdivision of the State, and the City is a political subdivision of the State, and under Indiana Code Section 36-1-7, the County and City are authorized to enter into an interlocal cooperation agreement to undertake projects and activities necessary or useful in furtherance of their respective purposes, including the Project; and
- E. The County and the City mutually and specifically desire to enter into this Agreement for the purpose of completing and realizing the benefits that result from the Project; and
- F. The City desires to delegate to the Auditor of Jefferson County, Indiana (the “Auditor”) the duty to receive, disburse and account for the City Contribution; and
- G. The parties desire this Agreement to be an agreement satisfying the requirements of IC 36-1-7, as amended.

AGREEMENT

NOW, THEREFORE, the County and the City, in consideration of the following mutual promises, representations and obligations, agree as follows:

- 1. Purpose. The purpose of this Agreement is to provide for the financing, completion, and operation of the Project to improve public safety in the County and the City.
- 2. Representations. Each party represents to the other parties that:

- a. The party has all requisite power and authority to carry out the obligations set forth in this Agreement.
 - b. The party has the legal right to enter into and perform its obligations set forth in this Agreement.
 - c. This Agreement has been duly entered into and delivered. It constitutes a legal, valid, and binding obligation of the party, which is enforceable in accordance with its terms. The party is estopped from making a claim based upon the unenforceability of this Agreement.
3. Obligations of the County. The County shall be responsible for all matters related to the financing, construction, and operation of the Project, as well as, the following:
- a. The County shall be solely responsible for the design and construction of the Project, and the payment of all professional services and construction contracts related to the construction of the Project, the City shall have no liability with respect to the Project other than the payment of the City Contribution as described below.
 - b. The County shall provide for the financing of the Project through the issuance of bonds by a nonprofit building corporation formed by the County (the "Building Corporation"), which bonds are payable from lease rentals paid by the County to the Building Corporation pursuant to a lease between the Building Corporation, as lessor, and the County, as lessee (the "Lease").
 - c. The County shall apply the City Contribution solely to the payment of lease rentals payable under the Lease and not for any other purpose and shall pay all remaining lease rental payments due under the Lease from other funds of the County.
 - d. The County shall be solely responsible for the maintenance and operation of the Project as a jail facility providing public safety services to the public living in the City and the County.
 - e. The County shall incorporate into the design and operation of the Project, an out-patient drug treatment program, such as the Jail Chemical Addiction Program (JCAP), which is a voluntary addiction treatment program for offenders in the Jefferson County Jail who are referred from any court within Jefferson County, Indiana, and who choose to voluntarily make application to the program. JCAP is an evidenced based program, certified through the Indiana Department of Mental Health and Addiction. The County, in conjunction with Jefferson County Court Services, shall make all reasonable efforts to implement the JCAP program at the new Jefferson County jail facility described herein by April 1, 2025.
 - f. The County shall fund \$65,000 annually toward the City's historic preservation and revitalization programs, a portion of which shall go toward the County's commitment for the restoration and maintenance of Crystal Beach Aquatic Park, and shall also fund \$40,000 annually toward the joint City/County economic development activity commencing retroactively to January 1, 2025. Any payments received by the City as negotiated between the parties in separate

economic development agreements for transactions located in the “buffer” zone shall be applied toward the \$40,000 obligation set forth herein.

- g. The County shall endeavor to keep the tax rate at the current level but, if it becomes necessary to increase the Public Safety LIT, the County will alert the City to possible increases.
- 4. Obligations of the City. The City Contribution shall be forty-one percent (41%%) of the City’s share of the Public Safety Revenues. The City shall transfer to the County the City Contribution each month retroactive to January 1, 2025 and ending on the month of the final payment of the lease rentals due under the Lease. Pursuant to IC 5-1-14-4, the City hereby pledges the City Contribution to the payment of its obligation under this Agreement and the payment by the County of lease rentals under the Lease. Upon a claim from the County, the City shall pay its City Share of the Public Safety Revenues directly to the County each month upon receipt of the Public Safety Revenues.

Upon the termination of the Lease and at any time lease rentals due under the Lease have been abated because the Project is not available for use and occupancy, the City shall have no obligation to pay the City Share of the Public Safety Revenues to the County. Other than the transfer of the City Contribution to the County, the City shall have no obligation with respect to the design, construction, operation, or financing of the Project.
- 5. Joint Undertaking. Because this is not a joint undertaking within the meaning of IC 36-1-7, this Agreement need not address other matters related to the financing, staffing, budget, administration, or real and personal property of the joint undertaking.
- 6. Property. Inasmuch as the Project will be owned by the County, there will be no jointly held property under this Agreement.
- 7. Effective Date. This Agreement shall be effective upon the earliest date of:
 - a. The execution by the parties, or
 - b. The passage of appropriate resolutions and/or ordinances of the fiscal bodies of each party, or
 - c. The recordation of this Agreement with the Jefferson County Recorder; or
 - d. The filing of this agreement with the Mayor of the City and the Auditor of the County; or
 - e. The filing of this Agreement with the Indiana State Board of Accounts.
 - f. January 1, 2025
- 8. Term of Agreement. This Agreement shall be in effect for the term of the Lease. This Agreement may otherwise be terminated, or may be extended, only by a written agreement signed by the parties.
- 9. 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.

10. Limitation of Liability. County acknowledges that City 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 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 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.
11. 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.
12. Municipal Contract Provisions. This Agreement incorporates by reference all provisions required to be included in municipal contracts under state law.
13. 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

City of Madison
101 West Main Street
Madison, Indiana 47250
Attention: Mayor
14. 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.

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

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

JEFFERSON COUNTY, INDIANA

By: County Council
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

Mayor

Council President

ATTEST:

Clerk-Treasurer

Exhibit A

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT, dated as of May 7, 2020, is by and between Jefferson County, Indiana (the "County"), and the City of Madison, Indiana (the "City").

RECITALS

- A. The County and the City, individually and collectively, have determined that the design, construction and equipping of a new jail facility to be operated by the County (the "Project"), will improve public safety and be of public utility and benefit to the citizens of the County and the City; and
- B. With the intent of providing financial resources to finance the Project, the County has imposed the income tax on the taxpayers of County pursuant to IC 6-3.6 (the "LIT") and allocated a portion of the additional revenue category of the expenditure rate of the LIT to the sub-category of public safety (the revenues from such public safety sub-category, the "Public Safety Revenues"); and
- C. To assist in the financing of the Project by the County, the City desires to transfer to the County a portion of the Public Safety Revenues received by the City (such portion of the City's Public Safety Revenues, the "City Contribution"); and
- D. The County is a political subdivision of the State, and the City is a political subdivision of the State, and under Indiana Code Section 36-1-7, the County and City are authorized to enter into an interlocal cooperation agreement to undertake projects and activities necessary or useful in furtherance of their respective purposes, including the Project; and
- E. The County and the City mutually and specifically desire to enter into this Agreement for the purpose of completing and realizing the benefits that result from the Project; and
- F. The City desires to delegate to the Auditor of Jefferson County, Indiana (the "Auditor") the duty to receive, disburse and account for the City Contribution; and
- G. The parties desire this Agreement to be an agreement satisfying the requirements of IC 36-1-7, as amended.

AGREEMENT

NOW, THEREFORE, the County and the City, in consideration of the following mutual promises, representations and obligations, agree as follows:

- 1. Purpose. The purpose of this Agreement is to provide for the financing, completion, and operation of the Project to improve public safety in the County and the City.
- 2. Representations. Each party represents to the other parties that:
 - a. The party has all requisite power and authority to carry out the obligations set forth in this Agreement.

- b. The party has the legal right to enter into and perform its obligations set forth in this Agreement.
 - c. This Agreement has been duly entered into and delivered. It constitutes a legal, valid, and binding obligation of the party, which is enforceable in accordance with its terms. The party is estopped from making a claim based upon the unenforceability of this Agreement.
3. Obligations of the County. The County shall be responsible for all matters related to the financing, construction, and operation of the Project, as well as, the following:
- a. The County shall be solely responsible for the design and construction of the Project, and the payment of all professional services and construction contracts related to the construction of the Project, the City shall have no liability with respect to the Project other than the payment of the City Contribution as described below.
 - b. The County shall provide for the financing of the Project through the issuance of bonds by a nonprofit building corporation formed by the County (the "Building Corporation"), which bonds are payable from lease rentals paid by the County to the Building Corporation pursuant to a lease between the Building Corporation, as lessor, and the County, as lessee (the "Lease").
 - c. The County shall apply the City Contribution solely to the payment of lease rentals payable under the Lease and not for any other purpose, and shall pay all remaining lease rental payments due under the Lease from other funds of the County.
 - d. The County shall be solely responsible for the maintenance and operation of the Project as a jail facility providing public safety services to the public living in the City and the County.
 - e. The County shall incorporate into the design and operation of the Project, an outpatient drug treatment program, such as the Jail Chemical Addiction Program (JCAP), which is a voluntary addiction treatment program for offenders in the Jefferson County Jail who are referred from any court within Jefferson County, Indiana, and who choose to voluntarily make application to the program. JCAP is an evidenced based program, certified through the Indiana Department of Mental Health and Addiction.
 - f. The County shall fund an initial amount of \$250,000 upon execution of this agreement, and \$45,000 annually toward the City's historic preservation, and revitalization programs and \$40,000 annually toward the joint City/County economic development activity commencing in May 2020.
 - g. The County shall endeavor to keep the tax rate at the current level but, if it becomes necessary to increase the Public Safety LIT, the County will alert the City to possible increases.
 - h. The County shall be entitled to appoint one person to the City Preservation and Community Enhancement Program (PACE) Grant Review Committee who shall be a voting member during the term in which the County has made the

contributions provided in paragraph 3(f). The person to be appointed shall be subject to the approval of the City Executive.

4. Obligations of the City. The City Contribution shall be fifty (50) percent of the City's share of the Public Safety Revenues. The City shall transfer to the County the City Contribution, each month commencing with the funding provided in paragraph 3(f) in May 2020 and ending on the month of the final payment of the lease rentals due under the Lease. Pursuant to IC 5-1-14-4, the City hereby pledges the City Contribution to the payment of its obligation under this Agreement and the payment by the County of lease rentals under the Lease. The City authorizes the Auditor of the County to transfer fifty percent (50%) of the City Share of the Public Safety Revenues directly to the County each month upon receipt of the Public Safety Revenues.

Upon the termination of the Lease and at any time lease rentals due under the Lease have been abated because the Project is not available for use and occupancy, the City shall have no obligation to pay the City Share of the Public Safety Revenues to the County. Other than the transfer of the City Contribution to the County, the City shall have no obligation with respect to the design, construction, operation, or financing of the Project.

5. Joint Undertaking: Because this is not a joint undertaking within the meaning of IC 36-1-7, this Agreement need not address other matters related to the financing, staffing, budget, administration, or real and personal property of the joint undertaking.
6. Property. Inasmuch as the Project will be owned by the County, there will be no jointly held property under this Agreement.
7. Effective Date. This Agreement shall be effective upon the earliest date of:
 - a. The execution by the parties, or
 - b. The passage of appropriate resolutions and/or ordinances of the fiscal bodies of each party, or
 - c. The recordation of this Agreement with the Jefferson County Recorder; or
 - d. The filing of this agreement with the Mayor of the City and the Auditor of the County; or
 - e. The filing of this Agreement with the Indiana State Board of Accounts.
8. Term of Agreement. This Agreement shall be in effect for the term of the Lease. This Agreement may otherwise be terminated, or may be extended, only by a written agreement signed by the parties.
9. 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.
10. Limitation of Liability. County acknowledges that City 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 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 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.

11. 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.
12. Municipal Contract Provisions. This Agreement incorporates by reference all provisions required to be included in municipal contracts under state law.
13. 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:

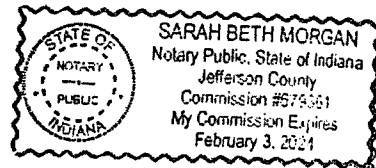
Jefferson County, Indiana
300 East Main Street
Madison, Indiana 47250
Attention: Auditor

City of Madison
101 West Main Street
Madison, Indiana 47250
Attention: Mayor
14. 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.

STATE OF INDIANA

COUNTY OF JEFFERSON

)
) SS:
)



Before me, the undersigned, Notary Public, in and for said County and State, personally appeared David Brainer, Robert Little, and Ron Lee, and Sherry Elder, personally known to me to be the Board of Commissioners and Auditor, respectively, of Jefferson County, Indiana, and acknowledged the execution of the foregoing agreement for and on behalf of said County.

Witnesses my hand and Notarial Seal this 7 day of May, 2020.

02/03/2024
Commission Expiration Date

Sarah Beth Morgan
Notary Public Printed Name

Jefferson
County of Residence

Sarah Beth Morgan
Notary Public Signature

STATE OF INDIANA

COUNTY OF JEFFERSON

)
) SS:
)

Before me, the undersigned, Notary Public, in and for said County and State, personally appeared _____, personally known to me to be the Mayor and Clerk-Treasurer, respectively, of the City of Madison, Indiana, and acknowledged the execution of the foregoing agreement for and on behalf of said City.

Witnesses my hand and Notarial Seal this ____ day of _____, 2020.

Commission Expiration Date

Notary Public Printed Name

County of Residence

Notary Public Signature

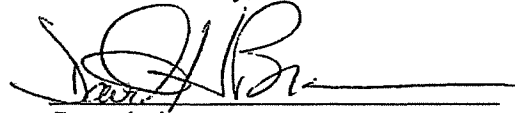
This instrument prepared by Richard J. Hall, Esquire, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.

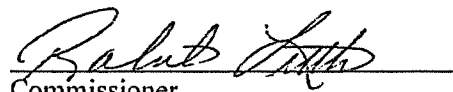
I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ Richard J. Hall

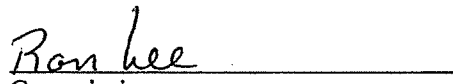
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

JEFFERSON COUNTY, INDIANA

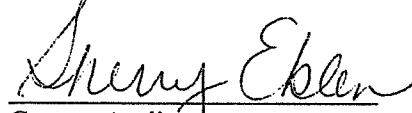
By: Board of Commissioners of
Jefferson County, Indiana


Commissioner

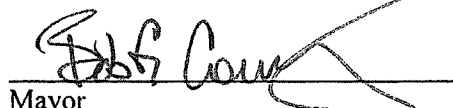

Commissioner


Commissioner

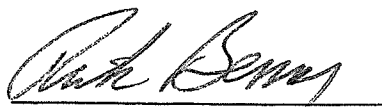
ATTEST:


County Auditor

CITY OF MADISON, INDIANA


Mayor

ATTEST:


Clerk-Treasurer

**AMENDED INTER-LOCAL AGREEMENT REGARDING EMERGENCY
DISPATCHING, COMMUNICATIONS, AND OTHER SERVICES**

WHEREAS, Jefferson County ("County"), the City of Madison ("City") and Town of Hanover ("Town") are empowered to provide emergency communications services to the citizens within their respective jurisdictions and may, therefore, pursuant to IC 36-1-7, enter into an inter-local Agreement with one another and with other public agencies to perform such services; and,

WHEREAS, County, City and Town have previously entered into an interlocal agreement regarding emergency communication services on October 24, 2019; and

WHEREAS, the County has an emergency communications dispatch center and systems capable of providing emergency communications services to law enforcement agencies, fire departments, and emergency medical service providers within Jefferson County; and,

WHEREAS, the County, City and Town believe emergency dispatch and communication services as well as other services would be best served by being managed through a "911 Communications Administrative Board", and,

WHEREAS, the City and Town desire to obtain emergency dispatch and emergency communication services from the County; and,

WHEREAS, the County, City and Town recognize that it is in the best interests of the citizens within their respective jurisdiction and the furtherance of the health, safety and welfare of the citizens to have a unified emergency dispatch and communications system having the advantage of economies of scale; and,

WHEREAS, the County, City and Town have agreed to amend the interlocal agreement as outlined below to reflect the current needs of each entity; and

WHEREAS, the governing body of each party has resolved, agreed or ordained that this is an Inter-Local Agreement to which each can agree:

NOW, THEREFORE, in consideration of the mutual covenants, it is agreed as follows:

I. DEFINITIONS AND FUNCTIONS

(A) 911 Communications Administrative Board;

There shall be a 911 Communications Administrative Board ("the Board"), composed of the following seven (7) persons or their designees:

- A County Commissioner;
- The County Sheriff;
- The Mayor of the City
- The Chief of the Madison Police Department
- A Town Board Member
- The Chief of the Hanover Police Department
- A County Deputy appointed by the Sheriff

The County Commissioner shall be the permanent Chairperson of the Board

All decisions made by the Board shall be made by consensus unless the decision involves the budget, any revision to the method of determining each parties' allocable portion of users fees, and the hiring or termination of the 911 Communications Director. For these matters, the decision must be made by a majority vote of those present. A quorum for the Board shall consist of three (3) members. The Chairperson of the Board shall vote on all issues.

The Board shall meet quarterly, or as often as necessary, to conduct its business. Annually and at the last meeting of the calendar year, the Board shall elect one of its members as Vice Chairperson in the absence of the Chairperson. The Board shall appoint a Secretary, who shall keep detailed minutes of its meetings.

The Board shall set policy, evaluate and determine matters including but not limited to:

- Preparing the annual 911 Communications capital and operations budget, funding cost share distribution, the 911 Communications Enhance 911 Surcharge Fund and the accumulated 911 Communications Capital Reserve Fund.
- Overall governing authority of the emergency dispatch and communications system and related programs.
- Implementation of new programs and discontinuance of existing programs.
- Staffing levels, training standards and personnel issues.
- Evaluation of technical system replacements or upgrades.
- Appeals for the resolution of matters affecting 911 Communications Operations, personnel or user agency requirements.
- Employment, supervision, evaluation and termination of the Director and employment and termination of 911 Communications staff.
- Approval of contracts and agreements that effect or concern 911 Communications.
- Any other matter of major policy level importance.

(B) EXECUTIVE DIRECTOR

The Board shall appoint a 911 Communications Executive Director with confirmation by the County Board of Commissioners, who shall serve under the general personnel policy guidelines of the County. The Board will establish policy for the overall direction of 911 Communications through the advice and leadership of the 911 Communications Executive Director.

The 911 Communications Executive Director shall be responsible for:

- The maintenance and operation of the emergency communications and telephone systems.

- Management of the 911 ALI Database, Master Street Addressing Guide (MSAG), assignment of new 911 compliant addresses according to County ordinance, and maintenance of 911 related GIS data.
 - Ensuring adherence to the policies and procedures of 911 Communications.
 - Recommendations to the Board regarding hiring and termination of 911 Communications staff. Evaluation and disciplinary actions and other personnel matters concerning 911 Communications staff as defined in the 911 Communications Policy and County Personnel handbook.
 - The accomplishment of directives from the Board. The Director shall attend meetings of, make regular reports to, and act upon instructions received from the Board.
- (C) **Allocable proportion:** The Amount of money chargeable to the parties as the share of each of the capital costs, maintenance and operational expenses for the emergency communications system. The allocable proportion is determined by the formula in Appendix A, which by this reference is incorporated into and made a part of the agreement.
- (D) **Enhanced 911 revenue:** A source of revenue generated by a telephone surcharge on a telephone system switched access line or a wireless access line. County shall dedicate this revenue to the maintenance, operation or improvement of eligible items in the Enhanced 911 system as specified by applicable Indiana State E911 Statutes.
- (E) **Other Agencies:** Any agency or jurisdiction which is not a party to this agreement. The Board may provide emergency communications services to other agencies. If approved, such agencies shall enter into an Inter-Local Agreement substantially similar to this agreement, or execute a services contract with 911 Communications.
- (F) **Other Revenue sources:** Monies received by 911 Communications directly as a consequence of providing, pursuant to and with 911 Communications Board approval, services associated with its emergency dispatch and communications system. Provided, that "other revenue sources" shall not include the allocable portion of the parties or any other entity which has entered into an Inter-Local Agreement with 911 Communications substantially similar to this one.
- (G) **Criminal Justice Data Communications System-IDACS:** 911 Communications is connected to the Indiana State Police IDACS system for criminal history information. Because IDACS and NCIC require that a criminal justice agency must have actual direct control over an interfaced system or must execute a Management Control Agreement if the system is to be operated by another governmental entity, all participating communications centers, such as 911 Communications, which are terminal users of the Indiana State Police Law Enforcement Data Communications Systems must be subject to

such Management Control Agreement. Therefore, the following is specifically agreed to: See Police Operational Advisory Committee Responsibilities.

II. DUTIES OF THE COUNTY

County, shall equip, operate staff and maintain facilities and accessories (ie., inventory, equipment, and appurtenances) necessary and proper to provide emergency dispatch and communications services to the parties and other member law enforcement agencies, fire departments, and public safety agencies within the county to the best of its abilities after considering available technology, geography and funding limitations. The County, through the Board, shall provide to the parties' emergency dispatch and communications services as follows.

- (1) receive calls for emergency and other assistance;
- (2) dispatch emergency units and provide necessary information to them;
- (3) maintain ready access to information concerning warrants, and stolen vehicles, receive necessary input, and dispatch such information upon request;
- (4) send, receive, and advise of all appropriate teletype messages;
- (5) maintain (or route to the appropriate party) all records and data regarding emergency communications of the parties; and
- (6) do other things and provide other services necessary and proper for the efficient operation of an emergency communications system.

The County shall function as an umbrella organization for all employees of 911 Communications, who shall comply with all personnel and human resource guidelines of the County, and shall be considered County employees. All 911 Communications staff members are considered civilians, and do not fall under the jurisdiction of the Jefferson County Merit Board.

The Board of Commissioners will review for payment all 911 Communications claims and payroll.

III. PAYMENTS

For emergency communications services for each calendar year subsequent to the date of this agreement, the parties agree to pay the County its allocable proportion in twelve equal monthly installments. The allocable portion from each party shall be pro-rated during the first year. The allocable portion for each calendar year due from each party is computed as described in Appendix A. Other agencies may be billed for 911 Communications services at a rate determined by the Board.

IV. BUDGET

Annually, the 911 Communications Administrative Board and Director shall develop a budget which will meet the anticipated maintenance and operations expenses of the emergency dispatch and communications system, facilities and accessories for the coming calendar year. The Board shall instruct the Director to submit copies of the 911 Communications preliminary budget to all parties to this agreement for review and comment no later than March 1st of each calendar year, and the Board shall give due consideration to all comments submitted by member agencies.

The Board shall propose a final budget no later than the last meeting in June for the following calendar year. Once the budget is proposed by the Board, it shall be forwarded to the County Council. The Board will comply with all budgetary guidance and directives received from the County Council, Board of Commissioners, Indiana Department of Local Government Finance and the Indiana State Board of Accounts.

In conjunction with the development of the annual budget, the Board will prepare a methodology, based on the formula in Appendix A, for the distribution of 911 Communications operating costs to the parties to this agreement and to other agencies to which 911 Communications is providing service under contract.

The Jefferson County Auditor shall be designated to receive, disburse and account for all funds of 911 Communications. Each year the Director shall project a budget of the anticipated amount of money that will be received. This budget, along with a plan for system and/or capital upgrades, shall be presented to the Board.

The money collected from all telecommunications, wireless and cellular phone company surcharges shall be sent directly to the Jefferson County Auditor's office for deposit. Surplus cash reserves in excess of each month's anticipated expenditures are to be invested according to County policy. Interest received shall be deposited in the 911 Communications budget and considered an Other Revenue Source as stated in Section I-F. 911 Communications shall also cooperate with local, state, and federal government agencies and any private funding sources to maximize the use of grants or gifts for equipment and operations.

The 911 Communications Director shall provide budgetary status reports to the Board quarterly or at other times upon request.

All 911 Communications monies, grants, tax receipts and interest shall remain in non-reverting funds that are separate from the County's other funds and be available for future use as determined by the Board with approval or appropriation by the County Council.

911 Communications may accept gifts, grants, or loans of money, equipment or services from any lawful source.

At the end of the Calendar year the Board will true up the remaining balances in the 911 fund(s) and recommend amounts to be distributed to each municipality by the county auditor in excess of the prior year's funded budget.

V. ADVISORY COMMITTEES

The following four (4) Advisory Committees of the Board shall be formed for Police Services, Fire and Emergency Medical Services, Technical Issues and for Management Issues.

The Advisory Committees shall be standing committees and shall meet quarterly, or as often as necessary to conduct their business. Each Committee shall select a Chairperson who shall conduct the meeting and assume other functions as the committees shall determine. The Chairperson of each

Advisory Committee shall inform the Board as to their designee. The Chairperson shall also advise the Board at its regularly scheduled meetings of the needs of the operating departments served by 911 Communications. The Director shall be a permanent member of all Advisory Boards as well as a Supervisor and a member of 911 Communications (dispatcher). The Director or his/her designee will serve as Secretary to the Police Operational Advisory Committee, Fire and EMS Operational Advisory Committee, and Technical Advisory Committees

Additional Advisory Committee Responsibilities:

The Police Operational Advisory Committee and the Fire and EMS Operational Advisory Committee working in partnership with the DIRECTOR, shall have the authority to initiate operation changes. *All revisions to operational procedures are subject to review by the Board, as are any decisions impacting administrative policies or the budget.*

(1) Police Operational Advisory Committee.

The Police Advisory Committee shall be comprised of the County Sheriff, the Chief of Police of the City, and the Town Marshall of the Town, the 911 Director and the IDACS Coordinator. Each committee member shall designate an alternated member from his/her agency who shall attend the Advisory Committee meeting at such times the duly designated committee member is not otherwise available to attend the meeting. The alternate committee member shall have full power to vote and act as a committee member at all meetings attended in place of the regularly designated committee member. Only agencies served by 911 Communications may be members of the Police Advisory Committee.

Responsibilities: The Police Operational Advisory Committee (VI-A) whose members are the Sheriff of the County, the Police Chief of the City, and the Town Marshall of the Town the 911 Director and the IDACS Coordinator shall bear full responsibility for insuring that the law enforcement data communications network and any criminal history records information received by means of such network shall be used solely for the purposes of the due administration of the criminal law or for the purposes authorized by IDACS and NCIC, as now or later amended. The Police Operational Committee shall establish rules and regulations governing access to, security for, and operation of the data communications network for any criminal justice records information received by means of such network.

(2) FIRE AND EMS OPERATIONAL COMMITTEE

The Fire and EMS Operational Committee shall be comprised of the City Fire Chief and the County Fire Association Chief and a representative from KOHHS, the 911 Director, 911 Supervisor and a member of 911 Communications (dispatcher). Each committee member shall designate an alternate member from his/her agency who shall attend the Fire and EMS Advisory Committee meeting at such times the duly designated committee member is not otherwise available to attend the meeting. The Alternate committee member shall have full power to vote and act as a committee member at all meetings attended in place of the regularly designated committee member. Only agencies served by 911 Communications may be members of the Fire and EMS Advisory Committee.

Responsibilities: To insure that all Fire and EMS SOP's are current and up to date and any issues regarding Fire or EMS SOP's or jurisdictional issues should first be directed to the 911 Director and

Supervisor and a member of 911 Communications (dispatcher) at their quarterly meetings, then any revisions, resolutions and or suggestions should be presented to the Board for review and approval.

(3) TECHNICAL SYSTEM ADVISORY COMMITTEE

The member of the Technical System Advisory Committee shall be comprised of members who have a special interest or expertise in the technical aspects of communication. The Chairperson and the members of the Committee shall be appointed by the Board.

Responsibilities: The Technical System Advisory Committee shall be convened any time the purchase, upgrade replacement or enhancement of any technical component of the 911 Communications system is considered. The Committee will review all RFP responses, proposals, quotes, estimates and contracts to ensure the technical aspects of each are consistent with and in the best interest of 911 Communications and recipients. The Committee will make recommendations to the Board based on these reviews.

(4) MANAGEMENT ADVISORY COMMITTEE

The Management Advisory Committee shall be comprised of one member of the Police Operational Advisory Committee chosen by its members, one member of the Fire and EMS Operational Committee representing a fire jurisdiction chosen by its members, and the member of the Fire and EMS Operational Committee representing KDHS. *No Alternate members of the originating committees shall participate in the Management Advisory Committee.*

Responsibilities: The Management Advisory Committee shall act in high level advisory capacity to counsel the Board regarding general operational and personnel matters. Discipline and specific operational guidance for Police, Fire and EMS will come from the respective Operations Advisory Committees.

VI. EQUIPMENT

911 Communications shall own and maintain all equipment and assets previously obtained or purchased by the County for the purposes of establish and maintaining operations except that which is determined to be specifically required to remain with the Sheriff's Department. This includes all office furniture as well as office, radio, data telephone and computer equipment etc. 911 Communications shall own all future equipment acquired for expansion of operations including any remote radio equipment deemed necessary to serve recipients.

911 Communications shall not own land, towers, or radio buildings currently owned by the City, or other non-county entity. Each governmental entity shall continue to own, maintain, and bear the cost of its own real estate, towers, radio building, fences, generators, electrical wiring, and emergency warning siren systems, including paying the costs of electricity or other necessary utilities.

911 Communications shall own, operate and maintain including repair and replacement if necessary, all radio repeaters and ancillary equipment including, but not limited to, radios, antennas, antenna cables, remote receivers, etc. owned by the parties prior to the formation of the 911 Communications Central Dispatch Center on January 1 2014.

911 Communications will not remove from service or relocate radio equipment or systems owned by the parties without the approval of the Board. This shall not be construed to prevent 911 Communications from maintaining such systems with repairs or replacement as needed to keep such systems operational.

The parties shall be individually responsible for the provision of end user equipment for communication with 911 communications or between their personnel. Each party shall retain the responsibility and operational authority for its departments and for such equipment and services as required as its place of operations to connect to 911 Communications operations. Interconnect equipment shall be included in the 911 Communications budget as the Board shall determine. Each party shall be responsible for purchasing, maintaining, and repairing their own base, mobile and portable communications equipment including pagers, printers, toners and computers.

VII. MODIFICATIONS

This agreement may only be modified in writing and approved by action of each party and the County Commissioners and County Council.

VIII. ADMISSION OF NEW PARTIES

Public Safety entities that are not parties under this agreement may be added to this Agreement as parties only upon meeting all terms and conditions determined by the Board.

IX. TERM

This Inter-Local Agreement shall be in full force and effect upon execution by the parties. The agreement shall renew on January 1 and automatically renew for consecutive one year terms unless Termination is enacted under Section X.

X. DURATION AND TERMINATION

Except as otherwise specifically provided, any party to this agreement may withdraw from this Agreement upon at least one (1) year's prior written notice to the Board. The termination notice must be received by December 31st of the year prior to termination to be effective on December 31st of the following year.

All equipment purchased or acquired by 911 Communications and used in common for 911 Communications purposes shall be retained by the County upon the withdrawal of any party to this agreement or the termination of this Inter-Local Agreement. FCC licenses held by 911 Communications shall be transferred to the former member agencies which held the license prior to this Agreement.

XI. MERGER

This Agreement, including Appendix A, merges and supersedes all prior negotiations, representations and oral or written agreements between the parties relating to this Agreement and constitutes the entire Agreement between the parties.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions or applications of the Agreement, which can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are declared to be severable.

XIII. FILING

As provided by IC 36-1-7 this Agreement shall be filed prior to its entry in force with various entities as required by law.

XIV. EXECUTION OF AGREEMENT

Each party to this Agreement may bind itself with all other parties to this Agreement by signing a duplicate original of this Agreement and submitting the signed duplicate original to the County. It is understood that such execution shall not require that one original agreement be signed by all parties to this Agreement, but that there will be several duplicate originals signed by each party to this Agreement. The purpose of this provision is to facilitate the signing of the Agreement and to avoid undue delay in the execution of the Agreement. This Agreement, however, shall be executed on behalf of each party by its authorized representative and pursuant to the appropriate motion, resolution or ordinance of each party as the case may be. Each party to this Agreement shall be bound to it as of the date it is signed by that party.

XV. INDEMNITY AGREEMENT

Each party agrees to defend, indemnify and to hold harmless the County and 911 Communications, and other parties, from all claims, loss or damage, including costs and reasonable attorney fees, resulting from the party's sole negligence and from actions or omissions that are solely attributable to any employee, official, or agent of the party, including but not limited to the loss or damage of any nature arising from provision of law enforcement, fire, or emergency medical services.

In addition to and notwithstanding the foregoing, the County is solely responsible for any liability or claim of liability which arises out of the exercise or alleged exercise of authority by any employees or staff members, including the Director of 911 Communications, and shall defend, indemnify and hold harmless the parties from all claims, loss or damage, including costs and reasonable attorney fees, sustained by any person or property resulting from the acts or omissions of 911 Communications, its employees, officers, agents, or volunteers, in connection with the performance of this Agreement. Nothing herein shall be deemed or be interpreted to impose any liability on the County, the 911 Communications Administrative Board or the parties for conduct immune from liability pursuant to IC 34-13-3-3.

XVI. NO PARTNERSHIP

It is understood and agreed by the parties that nothing within this Agreement shall be construed as creating or constituting a partnership between the parties.

XVII. BENEFITS

This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons or entities.

XVIII. EFFECTIVE DATE

This Inter-Local Agreement shall be effective as of the date of the last party to sign.

Dated the _____ day of _____, 2025.

The Board of Commissioners of Jefferson County:

Ron Lee, President

Robert Little, Commissioner

David Bramer, Commissioner

Jefferson County Council:

Chris Shelton, President

Ray Black, Jr., Councilmember

Heather Foy, Councilmember

Dwayne May, Councilmember

Ray Denning, Councilmember

Gary Copeland, Councilmember

Pam Crozier, Councilmember

Dated this _____ day of _____, 2025

Dated this _____ day of _____, 2025

Town of Hanover:

Debbie Kroger, President

Treva Shelton, Vice President

Jane Stormer, Councilmember

Ben Sommer, Councilmember

Tim Buxton, Councilmember

Attest:

Coby Cloud
Clerk/Treasurer Town of Hanover, Indiana

Ordinance No.: 2025- 22

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF MADISON, INDIANA APPROVING THE INTER-LOCAL AGREEMENT REGARDING EMERGENCY DISPATCHING, COMMUNICATIONS AND OTHER SERVICES WHEREAS, the City of Madison, Indiana is empowered, to provide emergency communication services to the citizens of the City of Madison, Indiana.

WHEREAS, it was and is in the best interest of health, safety and welfare of the citizens of the City of Madison, Indiana that the Common Council of the City of Madison, Indiana entered into an Inter-Local Agreement with Jefferson County, Indiana to provide such services, on January 3, 2017 and now desires to amend the agreement as provided in Appendix A, per the attached agreement.

NOW THEREFORE BE IT ORDAINED by the Common Council of the City of Madison, Indiana that the City of Madison, Indiana is hereby authorized to enter into an amendment to the Inter-Local Agreement with Jefferson County, Indiana for a unified emergency dispatch ad communications system, as attached to this Resolution.

This Ordinance shall become immediately effective upon its adoption by the Common Council, signature by the Mayor, enrollment in the book of Ordinances, and publication of notice as required by law.

Any Ordinance in conflict with this Ordinance is hereby repealed.

DULY ADOPTED BY THE COMMON COUNCIL OF THE CITY OF MADISON, INDIANA this _____ day of _____, 2025.

President

Bob G. Courtney
Mayor City of Madison

Clerk Treasurer, City of Madison

Appendix A

The Allocable proportion shall be computes as follows:

After formulating the budget for 911 Communications, all outside revenue from taxes, fees, surcharges, grants, contracts for service and all other sources shall be deducted from the total. The resulting balance shall be distributed proportionately among 911 Communications members as determined by each member's percentage of agreed contribution. The Board shall review each participant's percentage of contribution every three (3) years after this agreement is signed.

Beginning January 1, 2025, and continuing January 1, 2026, and January 1, 2027.

<u>Participant:</u>	<u>Percentage:</u>
Jefferson County	53.5%
City of Madison	43.5%
Town of Hanover	3%

ORDINANCE 2025-23

JEFFERSON COUNTY ANIMAL SHELTER INTERLOCAL AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT, dated as of _____, 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 \$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 _____, 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

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

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

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

Mayor

Council President

ATTEST:

Clerk-Treasurer

TOWN OF HANOVER, INDIANA

Board President

Councilmember

Councilmember

Councilmember

Councilmember

ATTEST:

Clerk-Treasurer