**AMENDED INTERLOCAL AGREEMENT REGARDING**

**DEPARTMENT OF ANIMAL MANAGEMENT**

**SERVICE AND TO SHARE THE COST THEREOF**

**WHEREAS**, the City of Greenfield, Indiana, by and through the Greenfield Board of Public Works and Safety and the Common Council of the City of Greenfield, Indiana (Greenfield), and the Hancock County Board of Commissioners and the Hancock County Council (Hancock County), are desirous to continue the practice of sharing the benefits and costs of animal management services throughout Hancock County, Indiana; and

**WHEREAS**, the parties have, or will appropriate adequate funds for the continuation of animal management services throughout Hancock County, Indiana, and the terms and conditions set forth below.

**IT IS THEREFORE RESOLVED** that the Greenfield Board of Public Works and Safety, the Common Council of the City of Greenfield, Indiana, the Hancock County Board of Commissioners and the Hancock County Council, effective January 1, 2024, shall enter into an agreement on the 8th day of August, 2023 upon the following terms and conditions:

**SECTION I**

 The City of Greenfield, Indiana, by and through its Department of Animal Management, agrees to employ all staff and supply all necessary equipment and facilities to provide animal control services in a professional and humane manner and in compliance with all local and state regulations pertaining to such services for all of Hancock County, Indiana, excluding only the incorporated City of Greenfield, Indiana, and shall not enter into any incorporated area or town without first having received permission from the governing body or a law enforcement officer of such incorporated area or town.

**SECTION II**

 For the provisions of such services as set forth above, Hancock County shall pay to Greenfield the sum of $381,000.00 for calendar year 2024, which shall be paid in two (2) equal installments due July 1, 2024 and December 15, 2024. In addition, Hancock County shall reimburse Greenfield for the purchase of one new fully equipped animal control truck, which reimbursement shall occur within 30 days of the receipt by Hancock County of a paid invoice for said unit from Greenfield.

**SECTION III**

Greenfield agrees to provide to Hancock County, on or before June 1, 2024 and June 1 of each ensuing year thereafter during the term of this agreement, the projected budget for the Department of Animal Management for the next ensuing calendar year.

**SECTION IV**

 Greenfield and Hancock County agree to enter into negotiations regarding the compensation by Hancock County to Greenfield for the services set forth above for the next ensuing calendar year by July 15 of 2024 and each ensuing year thereafter with such negotiations to be concluded by September 1 of 2024 and each ensuing year thereafter.

**SECTION V**

Should the negotiations set forth above fail to result in agreement as to the amount of compensation to be paid by Hancock County to Greenfield for the services set forth above by September 1 of each calendar year commencing 2024 and thereafter, then Greenfield and Hancock County agree that this agreement shall terminate as of December 31 in the year in which such failure occurs.

**SECTION VI**

This Agreement may be terminated by either party by written notice of termination to the non-terminating party on or before June 1st of the year preceding the effective date of the termination.

BOARD OF PUBLIC WORKS AND BOARD OF COUNTY COMMISSIONERS

SAFETY OF THE CITY OF GREENFIELD OF HANCOCK COUNTY

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Mayor Chuck Fewell John Jessup

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Katherine Locke Bill Spalding

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Larry Breese Gary McDaniel

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Kelly McClarnon

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Glenna Shelby

COMMON COUNCIL OF THE CITY OF HANCOCK COUNTY COUNCIL

GREENFIELD, INDIANA

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Kerry Grass Scott Wooldridge

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Jeff Lowder Jeannine Gray

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Anthony Scott Mary Noe

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John Jester James Shelby

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Mitch Pendlum Kent Fisk

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Dan Riley Robin Lowder

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George Plisinski Keely Butrum

ATTEST: ATTEST:

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Lori Elmore, Clerk-Treasurer Debra Carnes, County Auditor

Gregg/MUNICIPAL/Greenfield/Animal Management Service/Control of Animal Management Service/Agreement/Amended Interlocal Agreement with Hancock County – rev. 08-01-23