

INTERLOCAL AGREEMENT
FOR
ANIMAL CONTROL SERVICES

This Interlocal Agreement for Animal Control Services ("Agreement") is made and entered into effective as of the last party to sign below, by and between the County of Elkhart, Indiana ("County"), and the Town of Bristol, Indiana ("Municipality").

RECITALS

A. County has negotiated with The Humane Society of Elkhart County, Inc. for animal shelter management and animal control services for 2026.

B. The Contract for Animal Shelter Management and Animal Control Services for 2026 ("Contract") includes the unincorporated areas of Elkhart County and may include the areas within the corporate limits of the Municipality.

C. The Contract has been entered into by County in the form attached hereto as Exhibit A.

D. County and Municipality desire to enter into this Agreement in order to provide for the Services within the Municipality and to facilitate the reimbursement to the County by the Municipality for the cost of providing Services within the Municipality for calendar year 2026;

NOW, THEREFORE in consideration of the foregoing and of the promises and commitments herein contained, the parties hereby agree as follows:

AGREEMENT

1. Definition of Services. For purposes of this Agreement, the term "Services" will refer to the animal shelter management and animal control services to be furnished by The Humane Society of Elkhart County, Inc. to the Municipality pursuant to the Contract attached hereto as Exhibit A.

2. Administration. The County will serve as the lead agency for the Services and assumes and agrees to be responsible for the overall administration of the Services to include, but not be limited to, the following:

a. Contracting with The Humane Society of Elkhart County, Inc. as required by and in compliance with the applicable statutes governing the County and contracts for public services.

b. Administering the contract with The Humane Society of Elkhart County, Inc.

c. Maintaining the documents, contracts, notices, and other records in connection with the Services, including the financial records and providing a financial summary to the Municipality for all funds expended and received in connection with the Services.

d. Providing such other general administrative services as are necessary to complete the Services.

3. Municipality Participation. Municipality will be responsible for reimbursing and contributing to County the sum of Four Thousand Eight Hundred Forty Dollars (\$4,840.00) for the Services which will be paid in two (2) installments of Two Thousand Four Hundred Twenty Dollars (\$2,420.00) each with the first installment becoming due and payable in or before March 31, 2026, and with the second installment being payable on or before June 30, 2026. The Municipality contribution, or changes in amounts thereto, for calendar year 2026 are subject to budget approvals and appropriations by the Municipality.

4. Filing Requirements. Within thirty (30) days after the approval and execution of this Agreement, the County will have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

5. Supplemental Documents. The Municipality 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.

6. Non-Discrimination. Pursuant to Indiana Code § 22-9-1-10, neither the County nor any of its contractors or subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

7. Miscellaneous.

a. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

b. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

c. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity will not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

d. Indiana Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

e. Notice. Any notices required or permitted under this Agreement must be given to the parties at their respective mailing addresses provided below by deposit in the United States mail, certified mail, return receipt requested, with proper postage affixed thereto, and which notices will be effective three (3) days after date of mailing:

County: Board of Commissioners of the County of Elkhart, Indiana
Elkhart County Administration Building

Attn: County Administrator
117 North Second Street
Goshen, IN 46526

With required copy to: Yoder, Ainlay, Ulmer & Buckingham, LLP
Attn: Steven Olsen, Elkhart County Attorney
P.O. Box 575
130 North Main Street
Goshen, IN 46527

Municipality: Town of Bristol
P.O. Box 122
Bristol, IN 46507

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

8. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

9. Counterparts. This Agreement may be executed in multiple counterparts and with multiple but separate signature pages with the multiple counterparts and multiple and separate signature pages constituting one single and unified Agreement when combined.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

BOARD OF COMMISSIONERS OF THE
COUNTY OF ELKHART, INDIANA

By Bradley D. Rogers
Bradley D. Rogers, President

By Suzanne Weirick
Suzanne Weirick, Vice-President

By Bob Barnes
Bob Barnes, Member

ATTEST:

Tiara Jackson, Elkhart County 1st Deputy Auditor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this 20th day of January, 2026, personally appeared Bradley D. Rogers, President, Suzanne Weirick, Vice President, and Bob Barnes, Member of the Board of Commissioners of Elkhart County, Indiana and Tiara Jackson, Elkhart County 1st Deputy Auditor, and acknowledged that as said Commissioners and 1st Deputy Auditor, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of Elkhart County, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.



STEVEN J. OLSEN
NOTARY PUBLIC
State of Indiana, Elkhart County
My commission expires Sept. 25, 2026
Commission Number - 0716246

My Commission Expires: September 25, 2026
Commission Number: 0716049



Steven J. Olsen, Notary Public
Resident of Elkhart County, Indiana

TOWN OF BRISTOL, INDIANA

Jeff Beachy, Town Council President

ATTEST:

Cathy Antonelli, Clerk-Treasurer

STATE OF INDIANA)
)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this ____ day of
_____, 2026, personally appeared Jeff Beachy as Town Council President of the Town
of Bristol and Cathy Antonelli, as Clerk-Treasurer, and acknowledged that as said
representatives, they respectfully executed the foregoing Interlocal Agreement for and on behalf
of, and in the name of the Town of Bristol, Indiana, for the uses and purposed therein
mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public
Resident of Elkhart County, Indiana

My Commission Expires: _____
Commission Number: _____

APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this _____, 2026.

ELKHART COUNTY COUNCIL

By _____
Thomas Stump, President

ATTEST:

Tiara Jackson, Elkhart County 1st Deputy Auditor

Prepared by Steven J. Olsen, 130 N. Main Street, Goshen, Indiana 46526.

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.

Steven J. Olsen, 130 N. Main Street, Goshen, Indiana 46526.