

STATE OF INDIANA

BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS

RESOLUTION NO. 6-2016

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT FOR MOWING AND DITCH WORK WITH THE TOWN OF BORDEN

WHEREAS, this Board of Commissioners of Clark County, Indiana (this “Board”), is the executive body of Clark County government pursuant to the provisions of I.C. 36-2-2-2; and

WHEREAS, this Board is also the legislative body of Clark County government pursuant to the provisions of I.C. 36-1-2-9; and

WHEREAS, The Town of Borden is in need of some mowing, ditch work and related services along Daisy Hill Road, Borden, Indiana; and

WHEREAS, this Board and the Town of Borden have an interest in maintaining the Daisy Hill Road; and

WHEREAS, the parties desire to enter into an Interlocal Agreement to identify rights, duties and obligations of the parties.

NOW, THEREFORE, BE IT RESOLVED by this Board of Clark County Commissioners as follows:

1. The County hereby Approves the Interlocal Agreement for Mowing and Ditchwork Services of Daisy Hill Road attached hereto as Exhibit “A”.

2. This Resolution shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Board.

So Resolved this 19th day of May, 2016.


Members voting "NO":

Jack Coffman, Commissioner

Rick Stephenson, Commissioner

Bryan Glover, Commissioner


Members voting "YES":



Jack Coffman, Commissioner



Rick Stephenson, Commissioner



Bryan Glover, Commissioner

Attested by:



R. Monty Snelling, Clark County Auditor

**INTERLOCAL AGREEMENT FOR MOWING AND DITCHWORK SERVICES
OF DAISY HILL ROAD, BORDEN, INDIANA**

THIS AGREEMENT is entered into by and between the Board of Commissioners of Clark County, Indiana (hereinafter referred to as "the County") and the Town of Borden (hereinafter referred to as "Borden").

WITNESSETH:

WHEREAS, Ind. Code 36-1-7, et seq. allows political subdivisions in the state of Indiana to enter into Interlocal Agreements; and,

WHEREAS, it is the desire and intent Borden to enter into this Agreement constituting a contract with the County for mowing, ditch work and related services of a certain portion Daisy Hill Road; and,

WHEREAS, it is the desire and intent of the County and Borden to share in the costs and/or labor of the project, estimated to be approximately Five Hundred Twenty Dollars; and

IT IS, THEREFORE, AGREED by the parties as follows:

1. **PURPOSE OF AGREEMENT** Pursuant to I.C. 36-1-7-3(2), this Agreement is made between the County and Borden for purposes concerning the mowing, ditch work and related matters thereto of Daisy Hill Rd from the railroad tracks to the bottom of Daisy Hill Road..
2. **DURATION:** Pursuant to I.C. 36-1-7-3(1) This Agreement shall remain in full force and effect from the time it is executed by all parties until its provisions have been fulfilled. This Agreement may not be terminated except upon written agreement of both parties and upon compliance with the procedures set forth pursuant to I.C. 36-1-7, et seq.
3. **MANNER OF FINANCING, STAFFING AND SUPPLYING THE JOINT UNDERTAKING AND OF ESTABLISHING AND MAINTAINING A BUDGET THEREOF:**
 - a. Manner of Financing:
 - i. The County will provide the labor and equipment to for the work and all related matters thereto.
 - ii. Borden shall provide for the flag and traffic control while the work is being completed.
 - iii. No additional monies shall be used in this work.

- b. Staffing and Supplying Joint Undertaking: The County, through its highway department will furnish all equipment and manpower for the mowing and ditchwork and all related services.
 - c. Maintenance of Budget: That upon completion of the services, Borden will be responsible for the continued maintenance of the roadway absent further agreement to the contrary.
4. **METHODS THAT MAY BE EMPLOYED IN ACCOMPLISHING THE PARTIAL OR COMPLETE TERMINATION OF THIS AGREEMENT:** This Agreement shall terminate upon the fulfillment of all terms and conditions outlined herein.
 5. **ADMINISTRATION:** This Agreement shall be administered jointly by the County and Borden. These entities shall be authorized to perform all duties and carry out all functions as are necessary to effectuate the purpose of this Agreement.
 6. **ACQUIRING, HOLDING AND DISPOSING OF PROPERTY:** No real estate shall be acquired, held or disposed of as part of this Agreement.
 7. **PAYMENT SCHEDULE:** No payment schedule shall be established as no additional monies shall be expended by either party.
 8. **APPROVALS:** This Agreement becomes in full force and effect upon approval by all parties as indicated by their signatures on this Agreement.
 9. **EXTENSION:** No extension of this Agreement is anticipated without additional approval of the parties.
 10. **PURCHASE, SALE, OR EXCHANGE OF SERVICES, SUPPLIES OR EQUIPMENT:** Whenever a contract provides for the purchase, sale, or exchange of services, supplies, or equipment between or among Indiana governmental entities only, no notice by publication or posting is required pursuant to IC 36-1-7-12.
 11. **UPON APPROVAL OF THIS AGREEMENT,** Borden is authorized by its Town Manager, Pat Hall, to execute all documents necessary to implement this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the dates shown below indicating their respective approvals of this Interlocal Agreement which will be for the benefit of Borden and the general public.


CITY OF BORDEN

Borden _____
County _____

Pat Kelly, Town Manager


Date

THE BOARD OF COMMISSIONERS OF CLARK COUNTY, INDIANA



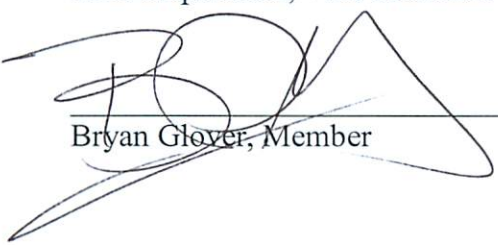
Jack Coffman, President

Date



Rick Stephenson, Vice President

Date



Bryan Glover, Member

Date

Document prepared by:

N. Lisa Glickfield. #23584-27
General Counsel
Clark County Commissioners
Clark County Government Building
501 E. Court Avenue, Rm 404
Jeffersonville, IN 47130
(812 285-6275)

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

N. Lisa Glickfield

Borden _____
County _____