

RESOLUTION *7-2008*  
 OF THE  
**BOARD OF COMMISSIONERS OF CLARK COUNTY, INDIANA**  
**APPROVING AN INTER-LOCAL AGREEMENT FOR**  
**TEMPORARY PARKING LOCATION AT**  
**CORDON PORTER/OPTIONS MEIGS AVENUE LOCATION**

**WHEREAS**, IC 36-1-7 *et al* allows political subdivisions in the state of Indiana to enter into Inter-local Agreements; and

**WHEREAS**, the Clark County Sheriff's Department is in need of temporary parking for sheriff's officers and staff who work at the County Building located at 501 E. Court Avenue, Jeffersonville, Indiana; and

**WHEREAS**, the Greater Clark County School Corporation (School Corporation) owns land adjacent to the County Building along Meigs Avenue that could be used for temporary parking; and

**WHEREAS**, the School Corporation has had safety concerns for its students, faculty, employees and general public who enter upon the property located between the Options and Cordon Porter buildings due to the random pattern of unauthorized parking that occurs on this corporation-owned land; and

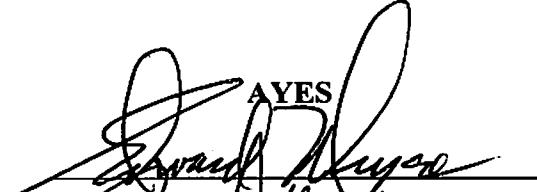

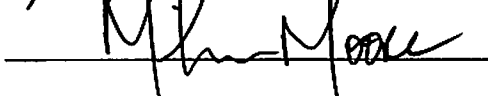
**WHEREAS**, the Board of Commissioners of Clark County believes that it would be in the best interest of the students, faculty, administrators and general public to enter into an inter-local agreement with the School Corporation for the construction and use of a temporary parking lot on this property.

**IT IS, THEREFORE, RESOLVED** that the Inter-local Agreement that is attached to and made a part of this Resolution as if set out herein in full

(H.I. – Attachment A)

is approved in accordance with its terms and conditions in conjunction with the approval by the Board of School Trustees of Greater Clark County Schools scheduled for August 12, 2008.

**SO RESOLVED AND DULY ADOPTED** this 7<sup>th</sup> day of August 2008, by the following vote of the members of said Board of Commissioners.

<b>AYES</b>		<b>NAYES</b>
	Meyer	_____
	Guthrie	_____
	Moore	_____

## ATTACHMENT A

### INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF CLARK COUNTY AND THE GREATER CLARK COUNTY SCHOOL CORPORATION

**THIS AGREEMENT** is entered into by and between the Board of Commissioners of Clark County, Indiana, (hereinafter referred to as “the County”), and the Greater Clark County School Corporation (hereinafter referred to as “the School Corporation”), through its Board of School Trustees.

1. **DURATION:** This Agreement shall remain in full force and effect from the time it is executed by both parties until the end of the sixtieth (60<sup>th</sup>) day following the date notice is given that the School Corporation intends to dispose of the property or to use the property in a manner other than as currently used, whichever date first occurs; by mutual agreement of the parties; or by notice from the Board of Commissioners for Clark County to the School Corporation.
2. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to allow the Board of Commissioners of Clark County to construct a temporary parking lot on property owned by the Greater Clark County School Corporation in order to alleviate parking problems by assigning parking in this area to the Clark County Sheriff’s officers and staff.
3. **MANNER OF FINANCING, STAFFING AND SUPPLYING THE JOINT UNDERSTAKING AND OF ESTABLISHING AND MAINTAINING A BUDGET THEREFORE.**
  - a. **Manner of Financing.** The School Corporation will provide the land for the project. The County shall provide all labor, materials, costs and expenses of preparing the site for and constructing the temporary parking lot in a manner as prescribed by Indiana law. There are no other financial terms or payment terms to this Agreement such as would require approval of the County’s Fiscal Body.
  - b. **Staffing.** The County will provide the manpower, labor and equipment for the construction of the parking lot in a manner as prescribed by Indiana law.
  - c. **Maintenance of Budget.** The County shall maintain records of the budgeted funds for this undertaking.

d. **Supplying the Joint Undertaking.** By the County providing the manpower, labor, equipment and costs associated with the installation of the parking lot and the School Corporation providing the land, the joint understanding will be accomplished.

4. **METHODS THAT MAY BE EMPLOYED IN ACCOMPLISHING THE PARTIAL OR COMPLETE TERMINATION OF THIS AGREEMENT.** See Item #1 of this Inter-Local Agreement.
5. **ADMINISTRATION.** This Agreement shall be administered jointly by the Board of Commissioners and their designee, the Sheriff of Clark County, and the School Corporation's Superintendent of Schools, or his designee. These individuals 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.** This Agreement involves the renovation of a vacant piece of land owed by the School Corporation for the installation of a temporary parking lot to alleviate parking problems on the land and around the County Building located at 501 E. Court Avenue, Jeffersonville, Indiana. The land area involved is an area located at the corner of Meigs Avenue and Franklin Street containing more or less 7,260 square feet, and being further identified as an area beginning at the corner of Meigs Avenue and Franklin Street going east for more or less 60 feet to a driveway and an area beginning at the corner of Meigs Avenue and Franklin Street going north for more or less 121 feet to an alley just south of Corden Porter School.
7. **PAYMENT SCHEDULE.** There is no payment schedule involved in this agreement because the cost of the improvements will be borne in full by the Clark County Highway Department under the supervision of the Board of Commissioners of Clark County.
8. **APPROVALS.** This Agreement has been approved by Resolution of the School Corporation at a public meeting of the Board of School Trustees on the 12<sup>th</sup> day of August 2008, and has been approved by the Board of Commissioners of Clark County on the 7<sup>th</sup> day of August 2008. With the approval by both parties efforts necessary to begin this project shall be immediately commenced.
9. **FILING.** The parties agree that upon approval by both parties, the County will be responsible for recording the Inter-Local Agreement with the County Recorder at the County's expense and will provide a recorded copy of the Agreement to the School Corporation. Within sixty (60) days of the date the Agreement takes effect, both parties shall file a recorded copy with the state board of accounts for audit purposes pursuant to IC 36-1-7-6.

10. **HOLD HARMLESS/INDEMNIFICATION:** The County shall indemnify and save harmless the School Corporation against any and all loss or damage from and against any and all legal or other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property arising in any manner directly or indirectly by reason or the use or maintenance of the demised premises by the County, or by any reason, of acts of the agents or servants of the County, in any way or at any time in connection with the demised premises, except as attributable to the negligent acts of the School Corporation

**IN WITNESS WHEREOF** the parties have affixed their signatures hereto on the dates shown above in Paragraph 8 indicating their respective approvals of this Inter-local Agreement in order to provide a temporary parking lot for the County's Sheriff's department and staff. This action shall benefit the citizens of the community by providing additional parking in other areas around the County Building located at 501 E. Court Avenue, Jeffersonville, Indiana.

**BOARD OF SCHOOL TRUSTEES FOR  
THE GREATER CLARK COUNTY SCHOOL CORPORATION**

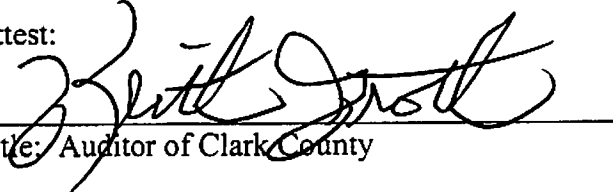
\_\_\_\_\_  
Bob McEwen, President

\_\_\_\_\_  
Missy DeArk, Secretary

**THE BOARD OF COMMISSIONERS FOR CLARK COUNTY**

  
\_\_\_\_\_  
M. Edward Meyer, President

Attest:

  
\_\_\_\_\_  
Title: Auditor of Clark County

Prepared by:

Sandra W. Lewis, ID 15217-10, General Counsel, Greater Clark County School Corporation,  
2112 Utica-Sellersburg Road, Jeffersonville, IN 47130  
(812) 283-0701

Reviewed by:

Daniel Moore, ID \_\_\_\_\_, Attorney for the Board of Commissioners of Clark  
County, 411 Watt Street, Jeffersonville, IN 47130, (812) 288-4472

**LEASE AGREEMENT**  
**BETWEEN THE**  
**BOARD OF SCHOOL TRUSTEES**  
**FOR THE GREATER CLARK COUNTY SCHOOL CORPORATION**  
**AND**  
**THE BOARD OF COMMISSIONERS OF CLARK COUNTY**  
**FOR**  
**AREA LOCATED AT CORNER OF MEIGS AVENUE AND FRANKLIN STREET NEXT TO**  
**CORDEN PORTER SCHOOL**

THIS LEASE, made and entered into as of the 12<sup>th</sup> day of August 2008, by and between **GREATER CLARK COUNTY SCHOOL CORPORATION** ("School Corporation"), a community school corporation and Indiana political subdivision, party of the first part, as **LANDLORD**, and the **BOARD OF COMMISSIONERS OF CLARK COUNTY** ("County"), in Clark County, Indiana, party of the second part, as **TENANT**, WITNESSETH:

1. Landlord has determined that it is in the best interest of the School Corporation to lease certain property located in the general vicinity of the Corden Porter School to the County. Said determination is evidenced by approval of a Resolution dated August 7, 2008 by the County and a Resolution dated August 12, 2008 by the School Corporation.
2. Landlord, in consideration of the rents hereinafter reserved to the Landlord, hereby leases, subject to the rights of termination thereof, as hereinafter specified, to Tenant, for use as a temporary paved parking lot to be used by those vehicles designated by the Sheriff's Department/County, the following described real estate situated in Clark County, Indiana, to-wit:

An area located at the corner of Meigs Avenue and Franklin Street containing more or less 7,260 square feet, and being further identified as an area beginning at the corner of Meigs Avenue and Franklin Street going east for more or less 60 feet to a driveway and an area beginning at the corner of Meigs Avenue and Franklin Street going north for more or less 121 feet to an alley just south of Corden Porter School.

3. In lieu of rent to be paid for the use of said property, the Tenant agrees to pay for all costs and expenses associated with the installation and maintenance of a paved parking area in and around the location described in item 2.
4. Tenant shall use and maintain said premises for purposes of a paved parking lot and for no other purpose. Tenant shall keep and maintain the demised premises in good condition, keeping the weeds down and said demised premises clean and neat. Tenant shall be responsible for all work necessary to convert the premises into a parking lot including paving. Tenant shall not permit any unlawful or disorderly practices to be engaged in on the demised premises at any time and, at the termination of this lease, Tenant shall deliver up the premises to Landlord in good condition and repair, damage thereto by ordinary wear and tear and by the elements excepted. Tenant shall not construct, install or maintain any buildings, equipment, fences or other improvements except those necessary to convert the premises to a paved parking lot on the demised premises without the advance express written approval of the Board of Trustees of the Greater Clark County School Corporation.
5. Tenant shall indemnify and save harmless the Landlord against any and all loss or damage from and against any and all legal and other expenses, claims, costs, losses, suits or judgments for damages, or

injuries to or death of persons or damage to or destruction of property arising in any manner directly or indirectly by reason of the use or maintenance of the demised premises by the Tenant, or by reason, of acts of the agents or servants of the Tenant done, in any way, or at any time, in connection with the demised premises, except as attributable to the negligent acts of the Landlord.

6. Landlord or Tenant may terminate this lease at any time by (1) agreement of the parties; (2) at the end of the sixtieth (60th) day (i.e. termination day) following the day the Landlord gives Tenant notice of the need to use said property for the expansion of existing facilities or for the disposal of said property; or (3) at such time that the Sheriff's Department/County no longer needs the parking lot, which ever first occurs.
7. Tenant shall not assign this lease nor sublet the demised premises or any part thereof without the prior written consent of Landlord in every case.

**IN WITNESS WHEREOF**, Greater Clark and the County have caused this Lease to be executed in their proper corporate names by their proper corporate officers thereto duly authorized.

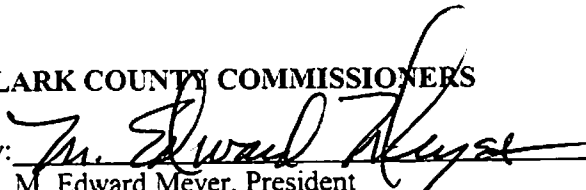
**GREATER CLARK COUNTY SCHOOL CORPORATION**

By: \_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
Secretary

**CLARK COUNTY COMMISSIONERS**

By:   
M. Edward Meyer, President

**ATTEST:**   
Auditor of Clark County

Prepared by:  
Sandra W. Lewis, ID 15217-10, General Counsel, Greater Clark County School Corporation  
2112 Utica Sellersburg Road, Jeffersonville, IN 47130 (812) 283-0701

Reviewed by:  
Daniel Moore, Attorney for the Board of Commissioners of Clark County, 411 Watt Street  
Jeffersonville, IN 47130 (812) 288-4472

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OF THE BOARD OF SCHOOL TRUSTEES  
FOR THE  
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**WHEREAS**, the School Corporation has had safety concerns for its students, faculty, employees and general public who enter upon the property located between the Options and Cordon Porter buildings due to the random pattern of unauthorized parking that occurs on this corporation-owned land; and

**WHEREAS**, the School Corporation believes that it would be in the best interest of the students, faculty, administrators and general public to enter into an inter-local agreement with the Board of Commissioners of Clark County, Indiana for the construction and use of a temporary parking lot on this property.

**IT IS, THEREFORE, RESOLVED** that the Inter-local Agreement that is attached to and made a part of this Resolution as if set out herein in full

(H.I. - Attachment A)

is approved in accordance with its terms and conditions in conjunction with the approval by the Board of Commissioners of Clark County which occurred on August 7, 2008.

**SO RESOLVED AND DULY ADOPTED** this 12<sup>th</sup> day of August 2008, by the following vote of the members of said Board of School Trustees.

<b>AYES</b>		<b>NAYES</b>
	McEwen	
	Valentine	
	DeArk	
	Christensen	
	Gilbert	
	Gilkey	
	Jones	