

STATE OF INDIANA

BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS

RESOLUTION NO. 02 - 2024

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT WITH THE TOWN OF BORDEN FOR DITCH CLEANING SERVICES

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

WHEREAS, the 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 ditch cleaning services along certain roads located within Borden, Indiana; and

WHEREAS, the Board and the Town of Borden have an interest in maintaining the said ditches; 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 with the Town of Borden for Ditch Cleaning Services 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 the Board.

So Resolved this 28 day of March, 2024.

Members voting "NO":

Bryan Glover, Commissioner

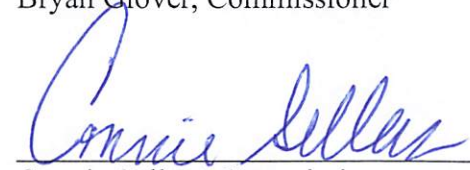
Connie Sellers, Commissioner

Jack Coffman, Commissioner

Members voting "YES":



Bryan Glover, Commissioner

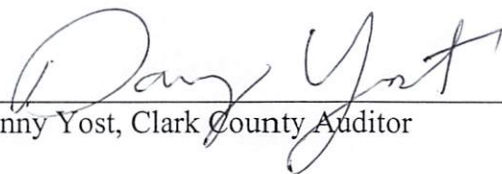


Connie Sellers, Commissioner



Jack Coffman, Commissioner

Attested by:



Danny Yost, Clark County Auditor

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
CLARK COUNTY, INDIANA AND THE TOWN OF BORDEN, INDIANA
FOR DITCH CLEANING SERVICES**

This INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN CLARK COUNTY, INDIANA AND THE TOWN OF BORDEN, INDIANA FOR DITCH CLEANING SERVICES (this "Agreement") is entered into by and among the following governmental units:

- (i) CLARK COUNTY, INDIANA ("Clark County"), with an address in care of the Clark County Auditor, County Government Center, 300 Corporate Drive, Suite 106, Jeffersonville, Indiana 47130;
- (ii) TOWN OF BORDEN, INDIANA ("Borden"), with an address in care of the Town Clerk-Treasurer, 129 West Street, Borden, Indiana 47106;

Clark County and Borden hereby agree among themselves to the following:

1. Preliminary Statement Regarding Purpose of Agreement. The Clark County, Indiana Highway Department ("Highway Department") is responsible for cleaning and maintaining roadside ditches within the unincorporated areas of Clark County, Indiana. Pursuant to the provisions of this Agreement and upon the Effective Date of this Agreement, the Highway Department will be responsible for also cleaning the roadside ditches within the corporate boundaries of Borden on an annual basis that are described in Schedule B of this Agreement ("Borden Ditches"), which are attached hereto and incorporated by reference herein. This Agreement shall supersede any previous interlocal agreements or sections of interlocal agreements between the parties, should any past interlocal agreements contradict this Agreement.

The parties wish to enter into this Agreement in order to permit Clark County to clean the Borden Ditches and save Borden the expense of cleaning the Borden Ditches.

The provisions of I.C. 36-1-7-9 expressly permit interlocal cooperation agreements to be entered into between an Indiana municipality and the executive of the county in which it is located concerning highway construction and maintenance and related matters.

2. Effective Date; Duration of Agreement. This Agreement shall continue in full force and effect for a period of four (4) years from the Effective Date, subject to Borden's termination right set forth herein. Unless any party to this Agreement notifies all of the other parties, in writing, of its intent to withdraw from this Agreement at least sixty (60) days before the expiration of this Agreement, the Agreement shall automatically renew for successive four (4) year periods.

3. Financing; Staffing; Budgeting. Clark County shall be responsible for the financing, staffing, and budgeting for cleaning the Borden Ditches in the ordinary course of the administration of Clark County's operations and that of any designated department, including the Highway Department. Clark County by and through its Highway Department agrees to clean the Borden Ditches on an annual basis for no consideration. Borden agrees to grant Clark County, its employees, and agents the right to enter the Borden Ditches for the purpose of cleaning the Borden

Ditches. Borden agrees to execute and record any and all easement agreements in a form reasonable acceptable to Borden and Clark County that are reasonably requested by Clark County in furtherance thereof.

4. Methods of Performance/Completion. Clark County may employ all usual and customary methods for accomplishing, completing, and cleaning the Borden Ditches, which shall be performed by Clark County in a manner substantially similar to the methods employed by Clark County, by and through the Highway Department or any other applicable designated department, in performing similar activities and services within the unincorporated areas of Clark County.

5. Termination Right. Borden may terminate this Agreement with or without cause upon sixty (60) days' prior written notice to Clark County.

6. Administration of Agreement. The parties acknowledge and agree that there will not be any additional legal entity, board, organization, or group required to perform the obligations set forth under this Agreement or otherwise to administer the same. Neither party will acquire, hold, or dispose of real or personal property in connection with the terms of this Agreement. This Agreement shall be administered by and through Borden and Clark County and may only be modified by a written agreement executed by authorized representatives of both parties. The parties to this Agreement hereby commit to use diligent and good faith efforts to effectuate the provisions of this Agreement.

7. Effective Date; Recording and Filings. This Agreement is entered into on the dates each of Clark County and Borden have executed this Agreement and, pursuant to I.C. 36-1-7-9 and I.C. 36-1-7-10, is effective upon the following: (i) recording with the Office of the Recorder of Clark County, Indiana; (ii) filing with the Clark County Board of Commissioners and the Town Council President of Borden; (iii) approval by the Borden Town Council and Clark County Council; (iv) filing with the Office of the Auditor of Clark County, Indiana; and (v) filing with the Office of the Auditor of the State of Indiana (such date when the foregoing have all been satisfied being "Effective Date"). The foregoing filings and recording shall be promptly effectuated following the approval of the fiscal bodies of both Clark County and Borden and execution by the authorized signatories of each party.

8. State Board of Accounts. Pursuant to I.C. 36-1-7-6, this Agreement shall be filed with the Indiana State Board of Accounts not later than sixty (60) days following full execution.

9. Interpretation. The parties agree that this Agreement is the result of negotiation and compromise. This Agreement shall be deemed to have been prepared jointly by the parties and their respective advisors and shall not be strictly construed against either party. Each party hereby acknowledges and agrees that it (a) has read this Agreement in its entirety prior to executing it, (b) understands the provisions and effects of this Agreement, and (c) has consulted with such advisors as it has deemed appropriate in connection with its respective execution of the Agreement.

10. Supplementary Documents. The parties 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 of this Agreement.

11. Severability. The provisions in this Agreement are hereby deemed to be severable to the effect that if any provision shall be declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12. Cooperation; Compliance. Each party agrees to cooperate fully with the other in connection with the performance of their respective obligations under this Agreement. The parties agree that each party shall be responsible to comply with all applicable federal, state and laws, regulations, ordinances, rules and orders.

13. Waiver. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach of this Agreement.

14. Complete Agreement. This Agreement constitutes the entire and complete agreement between the parties with respect to its subject matter, supersedes any prior discussions, negotiations, and understandings between them, and cannot be altered, amended, or modified without the written agreement of authorized representatives of both parties.

15. Authorizing Resolutions. This Agreement has been approved and authorized by the Clark County Board of Commissioners, the Clark County Council, and the Town Council of Borden. True and correct copies of the foregoing resolutions are attached hereto as Schedule A.

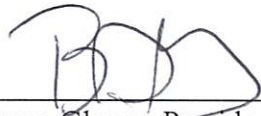
16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

17. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the provisions of Indiana law. The parties agree that any action arising out of, related to, or to enforce this Agreement or any portion thereof, may only be brought in a state or federal court of record in Clark County, Indiana.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this *Interlocal Cooperation Agreement by and between Clark County, Indiana and the Town of Borden, Indiana for Ditch Cleaning Services* is executed on behalf of Clark County, Indiana, by the undersigned as its duly authorized official and representative this 28 day of March, 2024.

CLARK COUNTY, INDIANA

By: 
Bryan Glover, President,
Board of Clark County Commissioners

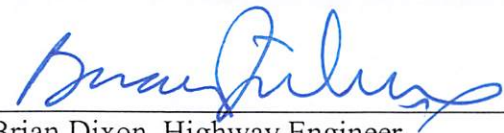
Attestation and Certification:

The undersigned, as the duly elected and serving Auditor of Clark County, Indiana, hereby attests that on this 28 day of March, 2024, witnessed the execution of this Agreement by Bryan Glover, the duly authorized President of the Board of Clark County Commissioners. The undersigned further hereby certifies that this Agreement is a true and correct copy of the Agreement approved by a resolution adopted by the Board of Clark County Commissioners and approved by a resolution adopted by the Clark County Council in accordance with the provisions of applicable Indiana law.


Danny Yost, Clark County Auditor

Seen and Acknowledged by:

CLARK COUNTY HIGHWAY DEPARTMENT

By: 
Brian Dixon, Highway Engineer

IN WITNESS WHEREOF, this *Interlocal Cooperation Agreement by and between Clark County, Indiana and the Town of Borden, Indiana for Ditch Cleaning Services* is executed on behalf of the Town of Borden, Indiana, by the undersigned as its duly authorized official and representative this ____ day of _____, 2024.

THE TOWN OF BORDEN, INDIANA

By: _____
Junior McCoy, Town Council President
Town of Borden, Indiana

Attestation and Certification:

The undersigned, as the duly elected and serving Clerk-Treasurer of the Town of Borden, Indiana, hereby attests that on this ____ day of _____, 2024, she personally witnessed the execution of this Agreement by Junior McCoy, as the duly elected, serving, and authorized Town Council President of the Town of Borden, Indiana. The undersigned further hereby certifies that this Agreement is a true and correct copy of the Agreement approved by a resolution adopted by the Town Council of the Town of Borden, Indiana, pursuant to the provisions of applicable Indiana law.

Faith Sauber, Clerk-Treasurer

SCHEDULE A

Resolutions

(Attached)

SCHEDULE B

Description of the Borden Ditches

- E. Main Street from 501 towards the west, approximately 1000 feet.
- Daisy Hill Rd and West Main Street meet on the north side of the tracks, approximately 1000 feet.
- 20724 Daisy Hill Rd approximately 40 feet to the north of the culvert, and 150 feet to the southwest.
- Cabin Hill Rd. ditch at the corner of the Walnut Hill Cemetery, a pipe that comes out of the ground to the creek approximately 800 feet from the pipe to the creek.