

## **INTERLOCAL AGREEMENT FOR ROAD-RELATED SERVICES**

Pursuant to I.C. 36-1-7-1, et seq., the following Interlocal Agreement (hereinafter "Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_ 2013, between the Board of Commissioners of Clark County, Indiana (hereinafter "County") and the Board of Directors of the Muddy Fork of Silver Creek Watershed Conservancy District (hereinafter the "Muddy Fork").

### **I. PURPOSE OF THE AGREEMENT: I.C. 36-1-7-3(2)**

Pursuant to I.C. 36-1-7-3(a), this Agreement is made between the County and the Muddy Fork for purposes concerning road construction of Star Hill Road and maintenance of a vertical wall placed within the emergency spillway of Muddy Fork Structure No. 5 and related matters.

Pursuant to I.C. 36-1-7-3(a)(2), the specific functions and services to be performed under this Agreement are as follows: To protect the emergency spillway of Muddy Fork Structure No. 5 and to provide for the maintenance of the vertical wall.

### **II. DURATION OF THE AGREEMENT: I.C. 36-1-7-3(1)**

This agreement shall remain in effect from the time of the execution and approval of this Agreement by the appropriate entities until: indefinitely; as long as Muddy Fork Structure No. 5 remains in place. 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. 36-1-7-1, et seq.

### **III. MANNER OF FINANCING, STAFFING, AND SUPPLYING THE JOINT UNDERTAKING: I.C. 36-1-7-3(3)**

The County and Muddy Fork agree to the following terms and provisions concerning the financing, staffing, and supplying of this joint undertaking:

- A. **FINANCING/COMPENSATION/REIMBURSEMENT:** Clark County and INDOT will cause to be constructed, a vertical retaining wall, by and through a contract between INDOT and MAC Construction, at and along the western edge of the emergency spillway of Muddy Fork's Structure No. 5 at the County's expense in the location designated by the plan for Star Hill Road and as shown on Project STP-910(028) INDOT.
- B. **STAFFING:** The County and INDOT by and through their contractors will furnish all material and the manpower for the installation of the retaining wall pursuant to the plans and specifications of the County prepared by Roger J. Wade.

C. MAINTENANCE AND REPAIRS. The County will be responsible for maintenance and repairs to the vertical wall. Muddy Fork will be responsible for maintenance and repair of the emergency spillway. The County will indemnify and hold harmless Muddy Fork from any cost or expense of maintenance or repair to the emergency spillway from drainage, including scour to the spillway if caused by the wall. The County releases Muddy fork of any liability for damage to the vertical wall that may result from the discharge of water through the spillway.

**IV. TERMINATION OF THE AGREEMENT: I.C. 36-1-7-3(4)**

This Agreement shall be terminated upon the full completion of the services and functions as set forth in Section I above and upon full compensation and reimbursement as set forth in Section III(A) above.

In addition, this Agreement may be terminated upon the written agreement of all the parties to this Agreement.

**V. ADMINISTRATION OF THE AGREEMENT: I.C. 36-1-7-3(5)**

This Agreement shall be administered jointly by the Clark County Engineer (representing the interests of the executive and fiscal bodies of the County) and the Board of Directors of the Muddy Fork Conservancy District (representing the interests of Muddy Fork).

**VI. APPROVAL, RECORDING AND FILING OF AGREEMENT I.C. 36-1-7-10**

Pursuant to I.C. 36-1-7-10, before this Agreement takes effect (which said Agreement is specifically made under I.C. 36-1-7-3) this Agreement must be:

1. Approved by the fiscal body of each party;
2. Recorded with the county recorder;
3. Filed with the executive of the Muddy Fork and the auditor of the county; and
4. Filed with the auditor of state.

**SO APPROVED BY THE UNDERSIGNED PARTIES.**

*[signature page to follow]*

APPROVED BY THE CLARK COUNTY COUNCIL:

By: Barbara C. Hollis, President Date

By: Brian Lenfert, Vice President Date

By: Danny Yost Date

By: Steve Doherty Date

By: Susan Popp Date

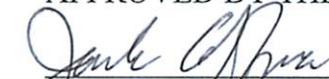
By: Kelly Khuri Date

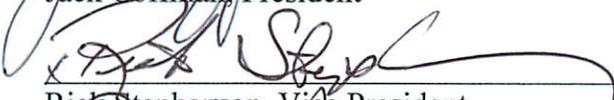
By: Kevin Vissing Date

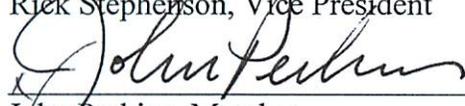
ATTEST:

Auditor, Clark County, Indiana Date

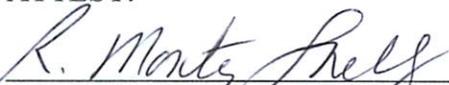
APPROVED BY THE BOARD OF COMMISSIONERS OF CLARK COUNTY, INDIANA

  
Jack Coffman, President 9-26-13  
Date

  
Rick Stephenson, Vice President 9-26-13  
Date

  
John Perkins, Member 9-26-13  
Date

ATTEST:

  
Auditor, Clark County, Indiana 9-26-13  
Date

APPROVED BY THE MUDDY FORK WATERSHED  
CONSERVANCY DISTRICT:

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Leslie R. Wright, Chairman Date

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Larry Paris, Vice-Chairman Date

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Samuel J. Hagest, Director Date

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Richard E. Dreyer, Financial Clerk Date

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Alvin Popp, Director Date

ATTEST:

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Samuel J. Hagest, Secretary Date

STATE OF INDIANA

BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS

ORDINANCE NO. 15 -2013

**AN ORDINANCE AUTHORIZING THE PARTICIPATION TO AN INTERLOCAL AGREEMENT FOR ROAD-RELATED SERVICES**

**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;

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

**WHEREAS**, this Board and INDOT are building Star Hill Road and due to the location of the road to the emergency spillway of Muddy Fork of Silver Creek Watershed Conservancy District ("Muddy Fork") a vertical wall must be built;

**WHEREAS**, this Board finds it necessary to enter into an interlocal agreement with Muddy Fork to establish each parties responsibilities for the road-related services regarding the vertical wall and emergency spillway of Muddy Fork; and

**WHEREAS**, the interlocal agreement instituting said responsibilities is hereby attached.  
*See Exhibit "A".*

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

1. The interlocal agreement is hereby adopted and the President of the this Board is authorized to sign the interlocal agreement.

So Ordained this 26<sup>th</sup> day of September, 2013.

*[signature page to follow]*

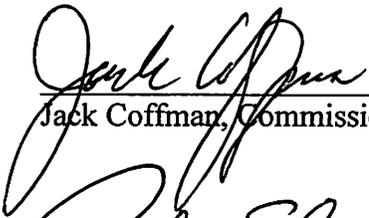
*Members voting "NO":*

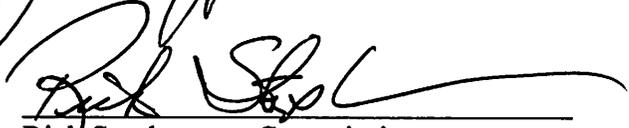
\_\_\_\_\_  
Jack Coffman, Commissioner

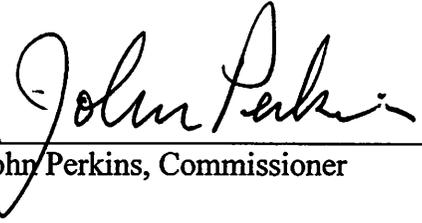
\_\_\_\_\_  
Rick Stephenson, Commissioner

\_\_\_\_\_  
John Perkins, Commissioner

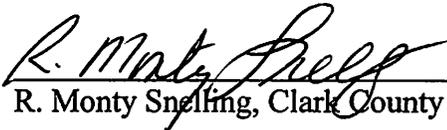
*Members voting "YES":*

  
\_\_\_\_\_  
Jack Coffman, Commissioner

  
\_\_\_\_\_  
Rick Stephenson, Commissioner

  
\_\_\_\_\_  
John Perkins, Commissioner

*Attested by:*

  
\_\_\_\_\_  
R. Monty Snelling, Clark County Auditor

**INTERLOCAL AGREEMENT FOR ROAD-RELATED SERVICES**

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1. Approved by the fiscal body of each party;
2. Recorded with the county recorder;
3. Filed with the executive of the Muddy Fork and the auditor of the county; and
4. Filed with the auditor of state.

**SO APPROVED BY THE UNDERSIGNED PARTIES.**

*[signature page to follow]*

APPROVED BY THE CLARK COUNTY COUNCIL:

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By: Barbara C. Hollis, President Date

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By: Brian Lenfert, Vice President Date

\_\_\_\_\_  
By: Danny Yost Date

\_\_\_\_\_  
By: Steve Doherty Date

\_\_\_\_\_  
By: Susan Popp Date

\_\_\_\_\_  
By: Kelly Khuri Date

\_\_\_\_\_  
By: Kevin Vissing Date

ATTEST:

\_\_\_\_\_  
Auditor, Clark County, Indiana Date

APPROVED BY THE BOARD OF COMMISSIONERS OF CLARK COUNTY, INDIANA

\_\_\_\_\_  
Jack Coffman, President Date

\_\_\_\_\_  
Rick Stephenson, Vice President Date

\_\_\_\_\_  
John Perkins, Member Date

ATTEST:

  
\_\_\_\_\_  
Auditor, Clark County, Indiana Date 9-26-13

APPROVED BY THE MUDDY FORK WATERSHED  
CONSERVANCY DISTRICT:

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Leslie R. Wright, Chairman Date

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Larry Paris, Vice-Chairman Date

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Samuel J. Hagest, Director Date

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Richard E. Dreyer, Financial Clerk Date

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Alvin Popp, Director Date

ATTEST:

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Samuel J. Hagest, Secretary Date