

STATE OF INDIANA

BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS

RESOLUTION NO.   11  -2015

**A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT FOR ROAD-RELATED SERVICES (Guardrail)**

**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**, this Board has begun construction of a more economical and safer access point from Highway 60 to Starlight, Indiana through the Muddy Fork of Silver Creek Watershed Conservancy (Muddy Fork Structure No. 5); and

**WHEREAS**, this Board and Muddy Fork of Silver Creek Watershed Conservancy District also has an interest in protecting the Muddy Fork wetlands; 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 Road Related Services (Guardrail) 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 30th day of July, 2015.

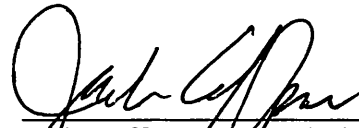
*Members voting "NO":*


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

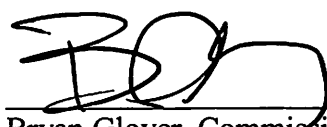
\_\_\_\_\_  
Rick Stephenson, Commissioner

\_\_\_\_\_  
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 ROAD-RELATED SERVICES  
(Guardrail)**

Pursuant to I.C. 36-1-7-1, et seq., the following Interlocal Agreement (hereinafter "Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 the installation and maintenance of a guardrail along Star Hill Road in the vicinity of the Muddy Fork Reservoir (Structure No. 5).

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 Muddy Fork Structure No. 5 and to provide for installation and maintenance of the guardrail.

**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/Compensations/Reimbursement:** Clark County and INDOT will cause to be constructed additional guardrail and removal of guardrail end treatment along Star Hill Road in the vicinity of Muddy Fork's Structure No. 5, pursuant to the terms of Contract No. R-30949 INDOT, Change Order No. 16; all at Muddy Fork's expense.
- b. **Staffing:** The County and INDOT by and through their contractors will furnish all material and the manpower for the installation of the guardrail pursuant to the plans and specifications of the County prepared by Brian Fleck.
- c. **Maintenance and Repairs:** The County will be responsible for maintenance and repairs to the guardrail. Muddy Fork will indemnify and hold harmless

the County from any cost or expense of maintenance or repair to that guardrail installed under Change Order No. 16.

**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 Muddy Fork and the Auditor of the County; and
4. Filed with the Auditor of the State.

**SO APPROVED BY THE UNDERSIGNED PARTIES.**

*[Signature Pages to Follow]*

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, Secretary

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

**APPROVED BY THE CLARK COUNTY COUNCIL:**

Barbara C. Hollis, President

Date

Brian Lenfert, Vice-President

Date

Danny Yost

Date

Steve Doherty

Date

Kelly Khuri

Date

Barbara Bratcher Haas

Date

Kevin Vissing

Date

ATTEST:

Auditor, Clark County, Indiana


Date

**APPROVED BY THE BOARD OF COMMISSIONERS OF CLARK COUNTY, INDIANA**

  
Jack Coffman, President

7-30-15

Date

  
Rick Stephenson, Vice-President

7-30-15

Date

  
Bryan Glover, Member

7/30/15

Date

ATTEST:

  
Auditor, Clark County, Indiana