

STATE OF INDIANA

BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS

ORDINANCE NO. 17 -2014

AN ORDINANCE AUTHORIZING AND APPROVING THE ENTRY INTO INTERLOCAL AGREEMENTS WITH THE CITY OF JEFFERSONVILLE TO FUEL AND REPAIR COUNTY OWNED VEHICLES

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, pursuant to I.C. 36-1-7-1, *et seq.* the State of Indiana, political subdivisions and state agencies may enter into interlocal cooperation agreements for the joint exercise of powers; and,

WHEREAS, this Board has determined a need to enter into an interlocal agreement with the City of Jeffersonville (hereinafter the "City") to allow the City to repair, maintain, and fuel certain Clark County owned vehicles for a nominal fee; and,

WHEREAS, this Board, desires to authorize the entry into the interlocal agreements for the repair, maintenance, and fueling of Clark County owned vehicles by the City (*See Exhibits "A" & "B"*).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF CLARK COUNTY AS FOLLOWS:

1. This Board does hereby authorize and approve the entry into the interlocal agreements for the repair, maintenance, and fueling of Clark County owned vehicles by the City (*See Exhibit "A" & "B"*).

2. This Ordinance 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 Ordained this 8th day of May, 2014.

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
BETWEEN
THE CITY OF JEFFERSONVILLE, INDIANA
AND
CLARK COUNTY, INDIANA**

(FUEL SUPPLY FOR COUNTY OWNED VEHICLES)

THIS INTERLOCAL AGREEMENT is entered into by and between the City of Jeffersonville, Indiana, through its Mayor, and City Council, (hereinafter referred to as “the City”) and the Clark County, Indiana through its Board of Commissioners and through its County Council (hereinafter referred to as “County”), The parties shall be referred to collectively as the “Participating Governmental Entities.”

WITNESSETH:

WHEREAS, I.C. 36-1-7 allows political subdivisions in the state of Indiana to enter into Interlocal Agreements; and,

WHEREAS, the City and the County are political subdivisions and governmental entities; and,

WHEREAS, the City is desirous of providing fuel for motor vehicles owned by the County; and,

WHEREAS, the supply of fuel to motor vehicles owned by the County is mutually beneficial to the City and the County; and,

IT IS NOW, THEREFORE, AGREED BY THE PARTIES that the recitals set forth above shall be, and are hereby, incorporated herein by reference and are specifically made a substantive part of this Agreement for all purposes.

IT IS NOW, THEREFORE, AGREED BY THE PARTIES as follows:

1. PURPOSES OF AGREEMENT:

The purposes of this Interlocal Agreement are as follows:

A. To clarify the respective rights, duties and obligations of the participating governmental entities with respect to the City supplying fuel for motor vehicles owned by the County and/or its agencies. For purposes of this Interlocal Agreement, County motor vehicles shall also be considered those owned and/or operated by agencies of the County.

EXHIBIT "A"

B. To require that this Agreement be recorded in the office of the Recorder of Clark County, Indiana by the City with a copy of said fully executed and recorded document provided to the County.

2. DURATION:

This Agreement shall begin at such time when all parties hereto have signed this Agreement and has been appropriately recorded and remain in full force and effect from the time it is executed by all parties until December 31, 2015.

MANNER OF FINANCING, STAFFING AND SUPPLYING THE JOINT UNDERTAKING AND OF ESTABLISHING AND MAINTAINING A BUDGET THEREOF:

a. Manner of Financing:

- i. The City, by and through its Department of Vehicle Maintenance, shall supply fuel to motor vehicles owned by the County at which time the City shall invoice the County for reimbursement of fueling performed.
- ii. The County shall reimburse the City for all fuel supplied to motor vehicles owned by the County in an amount equal to the per gallon price paid by the City plus 5%.
- iii. The County shall reimburse the City within sixty (60) days of invoice submitted to the County.

b. Staffing: The City, by and through its Department of Vehicle Maintenance, shall pay all costs associated with staffing needs related to the supplying of fuel to motor vehicles owned by the County subject to this Agreement. The City shall bill directly the County's specific department and/or agency for fuel supplied.

c. Maintenance of Budget:

- i. The City, by and through its Department of Vehicle Maintenance, shall provide the County access to the City fuel pumps, as needed, for the purposes of fueling motor vehicles owned by the County.
- ii. The City, by and through its Department of Vehicle Maintenance, shall provide the County access to the City fuel pumps consistent with the City's policies and procedures for City vehicles.
- iii. The City, by and through its Department of Vehicle Maintenance, shall supply fuel to motor vehicles owned by the County, but shall give City owned motor vehicles priority.

d. Supplying the Joint Undertaking:

The parties hereby agree that this is a joint undertaking whereby the City is supplying services and goods in consideration for reimbursement for those services and goods.

3. METHODS THAT MAY BE EMPLOYED IN ACCOMPLISHING THE PARTIAL OR COMPLETE TERMINATION OF THIS AGREEMENT:

This Agreement may be terminated upon written thirty (30) day notice to the other party.

5. ADMINISTRATION:

This Agreement shall be administered jointly by the Mayor of the City of Jeffersonville and the Board of Clark County Commissioners, or their designees. These individuals shall be authorized to perform all duties and carry out all functions as are necessary to effectuate the purpose of this Interlocal Agreement.

6. ACQUIRING, HOLDING AND DISPOSING OF PROPERTY:

No acquiring, holding and disposing of property will be needed related to this Interlocal Agreement.

7. PAYMENT SCHEDULE:

No payment schedule will be needed related to this Interlocal Agreement except for the reimbursement outlined in Section 2(a) of this Interlocal Agreement.

8. APPROVALS:

Approval of this Interlocal Agreement shall be given by the Board of Clark County Commissioners, the Clark County Council, the Jeffersonville City Council, and the Mayor of Jeffersonville.

9. FILING:

The parties agree that upon approval by all parties, this Interlocal Agreement shall be recorded in accordance with Indiana law at the City's expense. The City shall record all required documents and shall provide a recorded copy of all recorded documents to the County. 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. 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, no notice by publication or posting is required pursuant to IC 36-1-7-12.

11. INDEMNIFICATION AND HOLD HARMLESS:

The County as identified herein agrees to indemnify and hold harmless the City and its officers, employees, and agents from all claims, expenses, losses, liability and damage, including attorney's fees, resulting from injuries to persons or property or arising from, growing out of, or connected with the City's activities performed in conjunction with this project or any act or omission of the City of Jeffersonville or its employees or agents.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto indicating their respective approvals of this Interlocal Agreement for the benefit of the general public and citizens of the City of Jeffersonville, Clark County and surrounding communities.

**BOARD OF COMMISSIONERS FOR THE
CLARK COUNTY, INDIANA**

Jack Coffman, President

Attest:

R. Monty Snelling, Auditor

Date of Approval: _____

**COUNTY COUNCIL OF
CLARK COUNTY, INDIANA**

Barbara Hollis, President

Attest:

R. Monty Snelling, Auditor

Date of Approval: _____

**COMMON COUNCIL OF
THE CITY OF JEFFERSONVILLE, INDIANA**

Dennis Julius, President
Presiding Officer

Attest:

Vicki Conlin, City Clerk

Date of Approval: _____

MAYOR OF THE CITY JEFFERSONVILLE, INDIANA

Mike Moore, Mayor

Attest:

Vicki Conlin, City Clerk

Date of Approval: _____

Interlocal Agreement
Fuel Supply for County Owned Vehicles
March 2014
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Prepared by:

Leslie D. Merkley, Corporation Counsel
Supreme Court #19851-10
City of Jeffersonville, IN
500 Quartermaster Ct., Suite 250
Jeffersonville, IN 47130
(812) 285-6402

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF JEFFERSONVILLE, INDIANA
AND
CLARK COUNTY, INDIANA**

(MAINTENANCE/REPAIR OF COUNTY OWNED VEHICLES)

THIS INTERLOCAL AGREEMENT is entered into by and between the City of Jeffersonville, Indiana, through its Mayor, and City Council, (hereinafter referred to as “the City”) and the Clark County, Indiana through its Board of Commissioners and through its County Council (hereinafter referred to as “County”), The parties shall be referred to collectively as the “Participating Governmental Entities.”

WITNESSETH:

WHEREAS, I.C. 36-1-7 allows political subdivisions in the state of Indiana to enter into Interlocal Agreements; and,

WHEREAS, the City and the County are political subdivisions and governmental entities; and,

WHEREAS, the City is desirous of providing maintenance and repair to motor vehicles owned by the County; and,

WHEREAS, the maintenance and repair to motor vehicles owned by the County is mutually beneficial to the City and the County; and,

IT IS NOW, THEREFORE, AGREED BY THE PARTIES that the recitals set forth above shall be, and are hereby, incorporated herein by reference and are specifically made a substantive part of this Agreement for all purposes.

IT IS NOW, THEREFORE, AGREED BY THE PARTIES as follows:

1. PURPOSES OF AGREEMENT:

The purposes of this Interlocal Agreement are as follows:

A. To clarify the respective rights, duties and obligations of the participating governmental entities with respect to the City maintaining and repairing motor vehicles owned by the County and/or its agencies. For purposes of this Interlocal Agreement, County motor vehicles shall also be considered those owned and/or operated by agencies of the County.

EXHIBIT “B”

B. To require that this Agreement be recorded in the office of the Recorder of Clark County, Indiana by the City with a copy of said fully executed and recorded document provided to the County.

2. DURATION:

This Agreement shall begin at such time when all parties hereto have signed this Agreement and has been appropriately recorded and remain in full force and effect from the time it is executed by all parties until December 31, 2015.

MANNER OF FINANCING, STAFFING AND SUPPLYING THE JOINT UNDERTAKING AND OF ESTABLISHING AND MAINTAINING A BUDGET THEREOF:

a. Manner of Financing:

- i. The City, by and through its Department of Vehicle Maintenance, shall perform maintenance and repair motor vehicles owned by the County at which time the City shall invoice the County for reimbursement of maintenance and repairs performed.
- ii. The County shall reimburse the City for all labor costs associated with the maintenance and repairs performed on motor vehicles owned by the County at the hourly rate of \$19.26.
- iii. The County shall reimburse the City for all parts associated with the maintenance and repairs performed on motor vehicles owned by the County.
- iv. The County shall reimburse the City within sixty (60) days of invoice submitted to the County.

b. **Staffing:** The City, by and through its Department of Vehicle Maintenance, shall pay all costs associated with staffing needs related to the maintenance and repair of motor vehicles owned by the County subject to this Agreement. The City shall bill directly the County's specific department and/or agency for work performed.

c. Maintenance of Budget:

- i. The City, by and through its Department of Vehicle Maintenance, shall maintain and repair motor vehicles, as needed, owned by the County upon request by the County or the appropriate agent of the County.
- ii. The City, by and through its Department of Vehicle Maintenance, shall perform the maintenance and repairs to the motor vehicles owned by the County upon the proper and appropriate job ticket(s) processed by the Department of Vehicle Maintenance.

iii. The City, by and through its Department of Vehicle Maintenance, shall perform the maintenance and repairs to the motor vehicles owned by the County, but shall give City owned motor vehicles priority.

d. Supplying the Joint Undertaking:

The parties hereby agree that this is a joint undertaking whereby the City is supplying services and goods in consideration for reimbursement for those services and goods.

3. METHODS THAT MAY BE EMPLOYED IN ACCOMPLISHING THE PARTIAL OR COMPLETE TERMINATION OF THIS AGREEMENT:

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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, no notice by publication or posting is required pursuant to IC 36-1-7-12.

11. INDEMNIFICATION AND HOLD HARMLESS:

The County as identified herein agrees to indemnify and hold harmless the City and its officers, employees, and agents from all claims, expenses, losses, liability and damage, including attorney's fees, resulting from injuries to persons or property or arising from, growing out of, or connected with the City's activities performed in conjunction with this project or any act or omission of the City of Jeffersonville or its employees or agents.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto indicating their respective approvals of this Interlocal Agreement for the benefit of the general public and citizens of the City of Jeffersonville, Clark County and surrounding communities.

**BOARD OF COMMISSIONERS FOR THE
CLARK COUNTY, INDIANA**

Jack Coffman, President

Attest:

R. Monty Snelling, Auditor

Date of Approval: _____

**COUNTY COUNCIL OF
CLARK COUNTY, INDIANA**

Barbara Hollis, President

Attest:



R. Monty Snelling, Auditor

Date of Approval: 5-8-14

**COMMON COUNCIL OF
THE CITY OF JEFFERSONVILLE, INDIANA**

Dennis Julius, President
Presiding Officer

Attest:

Vicki Conlin, City Clerk

Date of Approval: _____

MAYOR OF THE CITY JEFFERSONVILLE, INDIANA

Mike Moore, Mayor

Attest:

Vicki Conlin, City Clerk

Date of Approval: _____

Interlocal Agreement
Maintenance/Repair of County Owned Vehicles
March 2014
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Prepared by:

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