

**MEMORANDUM OF AGREEMENT  
BETWEEN CITY OF MUNCIE AND  
TOWN OF YORKTOWN**

This Memorandum of Agreement (hereinafter "Agreement") is made and entered into by and between the City of Muncie (hereinafter "Muncie") and Town of Yorktown (hereinafter "Yorktown") pursuant to Indiana Code §36-1-7-12.

**W I T N E S S E T H:**

**WHEREAS**, Yorktown plans to complete a Street Resurfacing project in 2020 pursuant to a bid presented by E & B Paving LLC; and

**WHEREAS**, Muncie has identified a road in need of resurfacing adjacent to the project being completed by Yorktown; and

**WHEREAS**, both Muncie and Yorktown agree that it is beneficial to both entities to complete the work under a single construction contract to promote efficiencies.

**NOW, THEREFORE**, it is mutually agreed by and between Muncie and Yorktown as follows:

**Article 1:** Yorktown's contractor, E & B Paving, LLC, shall resurface White River Road between Morrison Road and Hawthorne Road as a phase of the same project.

**Article 2:** Muncie shall identify the extents of all milling, paving, and patching to be completed within Muncie's portion of the added work. Muncie is responsible for any inspection and attendance of walk-throughs for their portion of the work performed by the contractor.

**Article 3:** Yorktown will be responsible for the management of the project, and shall obtain documents from E & B Paving, LLC, extending warranty protections to Muncie. Additionally, a Certificate of Insurance in favor of Muncie shall be issued for their phase of the project.

**Article 4:** Muncie will be responsible for all costs associated with the resurfacing of White River Road between Morrison Road and Hawthorne Road and will reimburse Yorktown for such costs. Such costs will be detailed on a separate Proposal issued by E & B Paving, LLC, incorporated into the existing contract documents for the overall project as an Addendum, as calculated using the quantity rate. Muncie shall reimburse Yorktown in full within thirty (30)

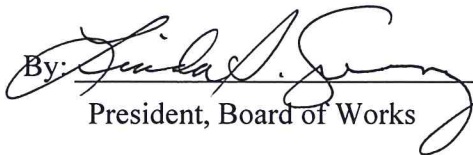
days of submission of invoice. The parties expect the total invoice to be approximately Twenty-Six Thousand Dollars (\$26,000.00) and Muncie warrants that this amount has been or promptly will be validly appropriated to this purpose.

**Article 5:** Muncie shall indemnify, defend, and hold harmless Yorktown from any and all claims, demands, causes of action, judgments, proceedings, awards, damages, losses, fines, penalties, costs, expenses, and liabilities relating to the project undertaken pursuant to this MOU, including but not limited to claims in contract or tort by a third party, or actions by a governmental agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF MUNCIE**

**TOWN OF YORKTOWN**

By:  By: \_\_\_\_\_  
President, Board of Works President, Town Council