

INTERLOCAL AGREEMENT

WHEREAS, Delaware County, Indiana and the town of Yorktown, Indiana, enter into an Interlocal agreement with one another; and

WHEREAS, Delaware County, an Indiana political subdivision hereinafter called "County"; and

WHEREAS, the town of Yorktown, Indiana, hereinafter called "Town", desire to obtain services from County by way of use of equipment and labor; and

WHEREAS, the parties hereto recognize that it is in the best interests of the citizens within their respective jurisdictions and in the furtherance of the safety and welfare of the citizens to have River Valley Drive from Tiger Drive to 800 feet west to Town corporate boundary to be resurfaced; and

WHEREAS, the governing body of each party has resolved, agreed, or ordained that this Interlocal Agreement may be entered into;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

I) DEFINITIONS AND FUNCTIONS

I-A) Town shall provide all Asphalt material needed to complete this project and also to provide new road markings at the Town's expense.

I-B) County shall equip, operate, staff, supervise, and provide all labor needed to complete this project at the County's expense.

II) MODIFICATIONS

This agreement may only be modified in writing approved by action of County and Town.

III) EQUIPMENT

County shall maintain and repair all equipment and assets previously obtained or purchased by County for the purposes of this project.

IV) TERM

This Interlocal Agreement shall be in full force and effect upon execution by County and Town. The agreement shall not renew and will terminate after the satisfactory completion by both parties.

V) DURATION AND TERMINATION

Except as otherwise specifically provided herein, any party to this Agreement may withdraw from this Agreement upon at least one (1) week (7 days) after the execution of this Agreement.

VI) EXECUTION OF AGREEMENT

Each party to this agreement may bind itself with all other parties to this agreement by signing a duplicate original of this Agreement and submitting such signed original duplicate original to county. It is understood that such execution shall not require that one original agreement be signed by each party to this agreement, but that there will be multiple duplicate originals signed by each party to this agreement. The purpose of this provision is to facilitate the signing of this agreement and to avoid

undue delay in the execution of the agreement. This agreement, however, shall be executed on behalf of party by its authorized representative(s).

VII) NO PARTNERSHIP

It is understood and agreed by the parties that nothing within this Agreement shall be construed as creating or constituting a partnership between the parties.

TOWN OF YORKTOWN
TOWN COUNCIL

DELAWARE COUNTY
COMMISSIONERS

RICH LEE

JAMES KING

ROBERT RATCHFORD

SHERRY RIGGIN

NANCI PERRY

SHANNON HENRY

LON FOX

DANIEL FLANAGAN

MARTA GUINN

RICK GLAUB