

2018-25

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is effective as of this 9th day of October, 2018, by and between the Hendricks County Board of Commissioners, the Hendricks County Council (hereinafter "*County*") and the Hendricks County Parks Board (hereinafter "*Parks Board*") for the purposes set forth herein.

RECITALS

WHEREAS, the Parks Board is a statutory unit of government established by Ordinance of the County; and

WHEREAS, the Parks Board conducts its day to day business and maintains certain parks and provides various services to the community; and

WHEREAS, the County is considering a revision or repeal of the Ordinance establishing the Parks Board; and

WHEREAS, the County would like to oversee the Parks Board in matters relating to taxation, eminent domain, land purchase, personnel and compliance with the policies and procedures contained in the Hendricks County Employee Handbook;

WHEREAS, the parties desire to enter into this MOU to determine the terms and conditions of County overseeing the Parks Board; and to table the revision or repeal of the Ordinance establishing the Parks Board.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereof, the Hendricks County Board of Commissioners and the Hendricks County Parks Board hereby agree as follows:

1. The parties agree that the issue of the revision or repeal of the Ordinance establishing the Parks Board shall be tabled for an indefinite time period; and
2. The parties will agree as to the County's overseeing the Parks Board in matters relating to taxation, eminent domain, land purchase, personnel and compliance with the policies and procedures contained in the Hendricks County Employee Handbook.

3. This MOU shall commence upon signatures by the Parties, and shall continue through the 31st day of December, 2020 (the "Initial Term"). This MOU may be extended by mutual agreement of the Parties on an annual basis.
4. Each of the Parties shall execute and implement this MOU according to and in the exercise of their statutory powers granted under Federal or State law applicable to each party.
5. The parties agree to consult with each other whenever an issue arises on any of the topics listed in paragraph two (2).
6. The Parties agree to meet on an as-needed basis to evaluate the compliance with the intent and spirit of the MOU and to discuss any issues or matters of policy on those topics listed in paragraph two (2).
7. The Parties acknowledge that the agreements under this MOU are subject to future actions and compliance with statutory procedures required by law. The Parties covenant and agree to use their best efforts to complete such statutory procedures and to take the final actions required to implement such agreements.
8. This MOU, and any exhibits attached hereto, may be amended only by the mutual agreement of the Parties, and by the execution of said amendment by the Parties or their successors in interest.
9. This MOU shall be construed in accordance with the laws of the State of Indiana.
10. This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same MOU.
11. This MOU shall be deemed to be for the benefit solely of the Parties and shall not be deemed to be for the benefit of any third party.
12. The Parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be

necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this MOU and to aid and assist each other in carrying out said terms, provisions and intent. Further, the Parties covenant and agree to cooperate with each other to carry out the purpose and intent of this MOU.

13. Notwithstanding anything herein to the contrary, this MOU shall not be effective until: (a) all Parties have executed this MOU and it has been approved or ratified at a public meeting or as required by applicable law.
14. Except as otherwise expressly provided herein, this MOU supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

AGREED TO AND ACCEPTED by the Parties as of the Effective Date.

HENDRICKS COUNTY
COMMISSIONERS

Bob Gentry
Bob Gentry, Commissioner

Phyllis A. Palmer
Phyllis A. Palmer, Commissioner

Matthew D. Whetstone
Matthew D. Whetstone, Commissioner

HENDRICKS COUNTY PARKS BOARD

By: Paul Miner

PRINTED: Paul Miner

HENDRICKS COUNTY COUNCIL

yea Caleb M. Brown
Caleb M. Brown

Nay Larry R. Hesson
Larry R. Hesson

yea Jay R. Puckett
Jay R. Puckett

Absent
Michael C. Rogers

yea Eric Wathen
Eric Wathen

yea Brad Whicker
Brad Whicker

Nay David Wyeth
David Wyeth