

## RESOLUTION NO. 2020-51

### RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HENDRICKS COUNTY INDIANA APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DANVILLE INDIANA AND HENDRICKS COUNTY

WHEREAS, the Town of Danville ("Town") desires to waive 50% of the planning, building, water, and sewer fees associated with construction of the new Hendricks County Jail and an accompanying service building;

WHEREAS, the Town and Hendricks County recognize that an agreement for this waiver of fees will provide benefits to both entities;

WHEREAS, the Town and Hendricks County agree that these benefits are best accomplished through mutual cooperation;

WHEREAS, the Interlocal Agreement, entered into pursuant to Ind. Code § 36-1-7 et seq., is attached as Exhibit A.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF HENDRICKS COUNTY INDIANA, RESOLVES THE FOLLOWING:

- (1) The above recitals are incorporated herein by reference.
- (2) This Resolution and the attached Interlocal Agreement are approved and will become effective upon adoption of a reciprocal ordinance or resolution entering into the Interlocal Agreement by the Town of Danville, Indiana.

Adopted this 22<sup>nd</sup> day of December, 2020

BOARD OF COMISSIONERS OF  
HENDRICKS COUNTY, INDIANA

Phillip A. Palmer  
Commissioner

Matt Miller  
Commissioner

Bob Bentley  
Commissioner

ATTEST:

Nancy Marsh  
Hendricks County Auditor

2020-51

**EXHIBIT A**

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DANVILLE,  
INDIANA AND HENDRICKS COUNTY, INDIANA**

WHEREAS, Ind. Code § 36-1-7 *et seq.* provides that governmental entities may enter into interlocal agreements to exercise authorized powers;

WHEREAS, the Town of Danville, Indiana ("Town") and Hendricks County, Indiana ("County") are Indiana political subdivisions, as defined in Ind. Code § 36-1-2-13;

WHEREAS, in the interest of public safety and security, the County plans to construct the Hendricks County Jail ("Jail") and an accompanying service building in Danville, Indiana;

WHEREAS, the planning, building, water, and sewer fees associated with construction of the Jail and service building total approximately \$257,629.21; and

WHEREAS, the Town and the County now desire to enter into this Interlocal Agreement ("Agreement") whereby the Town will waive 50% of the planning, building, water, and sewer fees associated with construction of the Jail and service building.

NOW, THEREFORE, the Town and the County hereby agree as follows:

1. **Authority.** This Agreement is entered into under Ind. Code § 36-1-7 *et seq.*
2. **Purpose.** The purpose of this Agreement is for the Town and the County to advance their mutual interest in and concern for the safety and security of Town and County citizens. This Agreement provides for a waiver of certain fees associated with construction of the Jail and service building.
3. **Fee Waiver.** The Town hereby agrees to waive 50% of the planning, building, water, and sewer fees associated with construction of the Jail and service building, and accept \$128,814.61 as payment in full from the County. The County agrees to pay the Town a total of \$128,814.61 for planning, building, water, and sewer fees, on or before February 28, 2021.

4. **Financing, Staffing, and Supplying.** The County agrees that it has appropriated funds sufficient for its payment of \$128,814.61 to the Town, on or before February 28, 2021. This Agreement does not implicate the staffing of additional Town or County personnel or the acquisition, holding, or disposal of property.

5. **Duration.** This Agreement shall be effective on January 1, 2021, and shall bind the Town and the County until termination pursuant to Section 7 of this Agreement.

6. **Administration.** As this Agreement reflects a single transaction between the Town and the County, no separate legal entity or joint board is required under Ind. Code § 36-1-7-3. The Town Clerk-Treasurer is responsible for receiving, disbursing, and accounting for monies involved in this Agreement.

7. **Termination.** This Agreement may be terminated by the Town or the County upon Sixty (60) days prior written notice to the other party.

8. **Recording and Filing.** Pursuant to Ind. Code § 36-1-7-6, before this Agreement takes effect, it must be recorded with the Office of the Hendricks County Recorder. Not later than sixty (60) days after this Agreement takes effect, it must be filed with the State Board of Accounts for audit purposes.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

10. **Modification.** This Agreement shall not be modified except by a written instrument executed by the Town and the County.

11. **Entire Agreement.** This Agreement contains the complete and entire agreement between the Town and the County regarding the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Town and the County.



**12. Notices.** Any notice required to be sent pursuant to this Agreement shall be in writing and shall be sent to either the Town or the County at the address listed below, or such other address as either party may designate in writing to the other party.

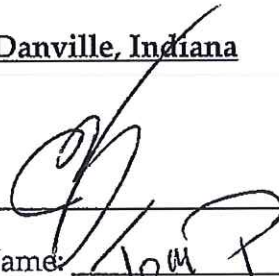
Hendricks County, Indiana  
Hendricks County Board of Commissioners  
355 South Washington Street, Suite #100  
Danville, IN 46122

Town of Danville, Indiana  
ATTN: Assistant Town Manager  
49 North Wayne Street  
Danville, IN 46122  
wlacey@danvilleindiana.org

**13. Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana. Venue shall be proper in Hendricks County, Indiana or the United States District Court for the Southern District of Indiana.

**14. Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

Town of Danville, Indiana

By:  \_\_\_\_\_

Printed Name: Tom P. P. P.

Title: Council President

Date: 16 Dec 2020

Hendricks County, Indiana

By: Phyllis A. Palmer

Printed Name: Phyllis A. Palmer

Title: President

Date: December 8, 2020