

THE STATE OF INDIANA
THE COUNTY OF CLARK

CLARK COUNTY COMMISSIONERS
ORDINANCE NO. 2-2009



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

RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this _____ day of _____, 2009, by and between the CITY of Jeffersonville, acting by and through its governing body, the City Council (CITY), the TOWN of Clarksville, acting by and through its governing body, the Town Council (TOWN), and the COUNTY of Clark, acting by and through its governing body, the Board of Commissioners (COUNTY).

WHEREAS, this Agreement is made under the authority of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and 42 U.S.C. 3751(a); and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the TOWN agrees to provide the CITY \$7,810.00 from the JAG award, and the COUNTY agrees to provide the CITY \$2,796.00 from the JAG award, for the provision of grant administration services; and

WHEREAS, the CITY, TOWN, and COUNTY believe it to be in their best interests to reallocate the JAG funds;

The CITY, TOWN, and COUNTY agree as follows:

Section 1

CITY agrees to pay TOWN a total of \$78,108.00 of JAG funds.

Section 2

TOWN agrees to use \$78,108.00 for _____ until such funds are expended, not to exceed four (4) years beyond the date of award.

Section 3

CITY agrees to pay COUNTY a total of \$27,968.00 of JAG funds.

Section 4

COUNTY agrees to use \$27,968.00 for _____ until such funds are expended, not to exceed four (4) years beyond the date of award.

Section 5

Nothing in the performance of this Agreement shall impose any liability for claims against CITY, TOWN or COUNTY other than claims for which liability may be imposed by the Indiana Tort Claims Act.

Section 6

Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other parties.

Section 7

The parties to this agreement do not intend for any outside party to obtain any rights by virtue of this Agreement.

Section 8

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein. This Agreement shall not create any rights in any party not a signatory hereto.

(The rest of this page is intentionally left blank).

CITY OF JEFFERSONVILLE, INDIANA

ATTEST:

Mayor

Clerk-Treasurer

APPROVED AS TO FORM:

City Attorney

TOWN OF CLARKSVILLE, INDIANA

APPROVED AS TO FORM:

President, Town Council

Town Attorney

COUNTY OF CLARK, INDIANA

APPROVED AS TO FORM:



President, Board of Commissioners



County Attorney