

**RESOLUTION OF THE CITY OF FORT WAYNE  
APPROVING A FORM OF INTERLOCAL AGREEMENT  
PURSUANT TO INDIANA CODE 36-1-7-1  
BETWEEN THE COUNTY OF ALLEN, INDIANA  
AND THE CITY OF FORT WAYNE, INDIANA  
CONCERNING THE NORTH CLINTON STREET IMPROVEMENTS**

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WHEREAS, the City is designing and constructing improvements for North Clinton Street from Auburn Rd. to Mayhew Rd., (the "Project"), and

WHEREAS, the County and the City are willing to enter into an agreement to develop a joint Project between governmental agencies,

WHEREAS, Indiana Code § 36-1-7 et. seq. authorizes political subdivisions to enter into agreements for interlocal cooperation;

WHEREAS, both parties have appropriated sufficient funds to share the cost of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows;

1. The City shall act as the lead agency for the Project, responsible for overall administration and coordination and management of the design activities.
2. The City will execute an agreement with the Project engineering consultant for necessary services including engineering, and design. Prior to land acquisition and letting, the Parties will mutually assess the need for consulting services for land acquisition, construction engineering and inspection.
3. The Project is not currently under design and/or construction, and the Parties reasonably anticipate that there may be amendments to add or subtract to the cost of the Project.
4. The following individuals are designated as project representatives for each party, responsible for primary project communications and coordination:

County -- County Highway Director  
City -- City Engineer

4. The County and the City agree that funding for the project will be divided 2/3

1 to the City and 1/3 to the County, as pertains to all costs associated with  
2 engineering activities as estimated in the following table (estimates and actual  
3 costs shall be subject to appropriate adjustment or revision as the project  
progresses), attached as EXHIBIT A.

4 5. Cost-sharing payments and compensation shall occur as follows:

- 5 a. Upon execution of this Agreement, the County shall pay the City within  
6 thirty (30) days of receipt of invoice its share of preliminary engineering  
7 costs on a monthly basis as billed by the consultant, to be hired by the  
City.
- 8 b. The County shall pay to the City within thirty (30) days of receipt of  
9 invoice its share of the costs of any other negotiated consultant services  
10 agreements, addendums, and supplemental agreements prior to execution  
of any such agreement.
- 11 c. The County shall pay to the City within thirty (30) days of receipt of  
12 invoice for its share of any other incidental project costs as those costs are  
incurred.
- 13 d. Final Project costs and payments shall be reviewed by Parties at  
14 completion of the Project, and compensation shall made at that time and  
15 as necessary to resolve any incongruity or imbalance in overall Project  
funding.
- 16 e. Time is of the essence regarding Project cost-sharing payments and  
17 compensation between the two Parties.
- 18 6. After the completion of the Project, the City will maintain its portion of  
19 North Clinton Street located within the City and the County will maintain  
its portion of North Clinton Street located within the County.
- 20
- 21 7. In the event there is a dispute concerning the division of cost, or any other  
22 issue related to the Project, including the design of the Project, the Parties  
agree to attempt to resolve the issues administratively with a committee  
23 consisting of the highway county director and the city engineer.
- 24 8. In the event the above parties cannot resolve the issues, the Parties agree  
25 that prior to initiation of any litigation concerning this Agreement, they  
shall submit the dispute to mediation before a licensed mediator in the  
26 State of Indiana. If the parties cannot agree upon a mediator, the mediator  
shall be appointed by the Circuit Court or Superior Court Judge of Allen  
County.
- 27
- 28 9. In accordance with IC 5-22-16.5-13, each party does hereby certify that  
29 neither the party nor any principals of that party are not engaged in  
investment activities in Iran or are doing business with the government of  
30

1 Iran.

2 10. The terms and provisions of this Agreement shall insure to the benefit of, and  
3 be binding upon, the successors and assigns of each of the parties to this  
4 Agreement.

5 11. This Agreement will remain in effect until one or both parties agree to cancel  
6 the Agreement. It is the intent of the parties to complete the Project in a  
7 timely manner and consistent with historical schedules for this type of  
8 project.

9 12. This Resolution shall remain in full force and effect from and after the date  
10 hereof.

11 \* \* \* \* \*

12 \_\_\_\_\_  
13 Council Member

14 APPROVED AS TO FORM AND LEGALITY

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16 Malak Heiny, City Attorney  
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INTERLOCAL AGREEMENT  
Between the  
COUNTY OF ALLEN, INDIANA  
and the  
CITY OF FORT WAYNE, INDIANA  
Concerning the  
NORTH CLINTON STREET IMPROVEMENTS

This Interlocal Cooperation Agreement ("Agreement"), made this 29<sup>th</sup> day of August, 2023, by and between the **Board of Commissioners of the County of Allen**, hereinafter referred to as "County", and the **City of Fort Wayne, Indiana, through its Board of Public Works**, hereinafter referred to as "County," collectively referred to as ("Parties")

WITNESETH:

WHEREAS, the City is designing and constructing improvements for North Clinton Street from Auburn Rd. to Mayhew Rd., (the "Project"), and

WHEREAS, the County and the City are willing to enter into an agreement to develop a joint Project between governmental agencies,

WHEREAS, Indiana Code § 36-1-7 *et. seq.* authorizes political subdivisions to enter into agreements for interlocal cooperation;

WHEREAS, both parties have appropriated sufficient funds to share the cost of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows;

1. The City shall act as the lead agency for the Project, responsible for overall administration and coordination and management of the design activities.
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3. The Project is not currently under design and/or construction, and the Parties reasonably anticipate that there may be amendments to add or subtract to the cost of the Project.
4. The following individuals are designated as project representatives for each party, responsible for primary project communications and coordination:

County -- County Highway Director

County -- County Highway Director  
City -- City Engineer

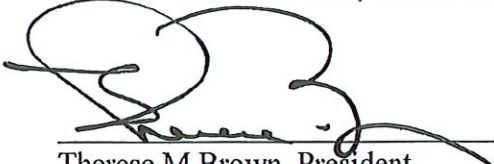
4. The County and the City agree that funding for the project will be divided 2/3 to the City and 1/3 to the County, as pertains to all costs associated with engineering activities as estimated in the following table (estimates and actual costs shall be subject to appropriate adjustment or revision as the project progresses), attached as EXHIBIT A.
5. Cost-sharing payments and compensation shall occur as follows:
  - a. Upon execution of this Agreement, the County shall pay the City within thirty (30) days of receipt of invoice its share of preliminary engineering costs on a monthly basis as billed by the consultant, to be hired by the City.
  - b. The County shall pay to the City within thirty (30) days of receipt of invoice its share of the costs of any other negotiated consultant services agreements, addendums, and supplemental agreements prior to execution of any such agreement.
  - c. The County shall pay to the City within thirty (30) days of receipt of invoice for its share of any other incidental project costs as those costs are incurred.
  - d. Final Project costs and payments shall be reviewed by Parties at completion of the Project, and compensation shall be made at that time and as necessary to resolve any incongruity or imbalance in overall Project funding.
  - e. Time is of the essence regarding Project cost-sharing payments and compensation between the two Parties.
6. After the completion of the Project, the City will maintain its portion of North Clinton Street located within the City and the County will maintain its portion of North Clinton Street located within the County.
7. In the event there is a dispute concerning the division of cost, or any other issue related to the Project, including the design of the Project, the Parties agree to attempt to resolve the issues administratively with a committee consisting of the highway county director and the city engineer.
8. In the event the above parties cannot resolve the issues, the Parties agree that prior to initiation of any litigation concerning this Agreement, they shall submit the dispute to mediation before a licensed mediator in the State of Indiana. If the parties cannot agree upon a mediator, the mediator shall be appointed by the Circuit Court or Superior Court Judge of Allen County.

9. In accordance with IC 5-22-16.5-13, each party does hereby certify that neither the party nor any principals of that party are not engaged in investment activities in Iran or are doing business with the government of Iran.
10. The terms and provisions of this Agreement shall insure to the benefit of, and be binding upon, the successors and assigns of each of the parties to this Agreement.
11. This Agreement will remain in effect until one or both parties agree to cancel the Agreement. It is the intent of the parties to complete the Project in a timely manner and consistent with historical schedules for this type of project.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

**BOARD OF COMMISSIONERS,  
COUNTY OF ALLEN, INDIANA**

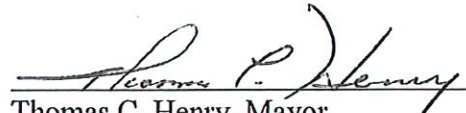
  
Therese M Brown, President

**Absent**

Richard E Beck Jr, Vice President

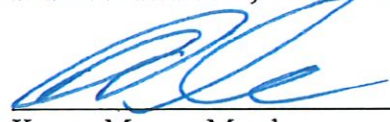
  
F. Nelson Peters, Secretary

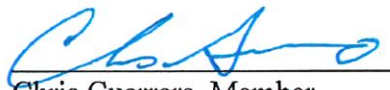
**MAYOR & THE BOARD OF PUBLIC  
WORKS, CITY OF FORT WAYNE,  
INDIANA**

  
Thomas C. Henry, Mayor

**ABSENT**

Shan Gunawardena, Chairman

  
Kumar Menon, Member

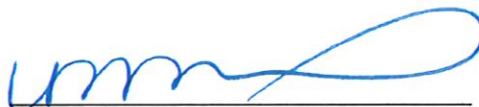
  
Chris Guerrero, Member

Attest:

  
Chris Cloud, Allen County Deputy Auditor

Date: August 4, 2023

Attest:

  
Michelle Fulk-Vondran, Clerk

Date: August 29, 2023

EXHIBIT A

| ESTIMATED PROJECT COSTS                 | Total<br>(20% local<br>share) | COUNTY<br>Share<br>(33.3% of<br>20%) | CITY<br>Share<br>(66.7% of<br>20%) |
|-----------------------------------------|-------------------------------|--------------------------------------|------------------------------------|
| <b>A. Preliminary Engineering Costs</b> | \$ 1,186,239                  | \$ 395,413                           | \$ 790,826                         |
| » survey, geotechnical, & design        |                               |                                      |                                    |
| » r/w engineering; permits              |                               |                                      |                                    |
| » bid documents & bid assistance        |                               |                                      |                                    |
| <b>Estimated Total Cost</b>             | <b>\$ 1,186,239</b>           | <b>\$395,413</b>                     | <b>\$790,826</b>                   |

## **DIGEST SHEET**

Department: Transportation Engineering

Resolution Number: 0636P

Title of Ordinance: North Clinton Street Improvements

Amount of Contract:

Interlocal Agreement between the City of Fort Wayne and the County of Allen

Description of Project (Be Specific): For splitting of the cost between the city (2/3) and the county (1/3).

What Are The Implications If Not Approved: Loss of a 1/3 of local project funding.

If Prior Approval Is Being Requested, Justify:

Additional Comments: