

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (MOU) is entered into by, and between, Boone COUNTY, Indiana (COUNTY) and the CITY of Lebanon, Indiana (CITY).

WITNESSETH THAT

WHEREAS, the CITY has a project to construct a Bridge on Elmwood Drive over the Small Reynolds Ditch; and

WHEREAS, the COUNTY has a Bridge asset management plan, which will be amended to accept maintenance for the aforementioned Bridge, upon completion; and

WHEREAS, the COUNTY and CITY believe that the construction of the aforementioned bridge will benefit the health, safety, and welfare of the CITY's and COUNTY's taxpayers;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. SCOPE OF WORK:
Construction of a Bridge on Elmwood Drive over the Small Reynolds Ditch, including pedestrian and bicycle amenities and appurtenance along with necessary guardrails and bridge rails as deemed required and appropriated for said bridge, including but not limited to demolition, bridge construction, stream conveyance, channel armoring, guard railing installation, and all grading and seeding repairs necessary to construct the bridge.
2. COST
The CITY will bear all costs associated with the Scope of work as depicted in preliminary construction documents prepared by Clark Dietz Inc. (Exhibit "A")
3. OBLIGATIONS OF THE CITY OF LEBANON:
 - a.) CITY shall be the signatory on any contract with the Contractor(s) for the bridge construction project and shall copy the COUNTY on all construction documents and construction inspection/oversight as it pertains to the COUNTY's future acceptance and maintenance of the Bridge.
 - b.) The CITY shall be responsible for the cost of all expenses associated with the CITY's Bridge construction project.
 - c.) The CITY shall be responsible for the cost of all expenses associated with the construction inspection and oversight of the CITY's Bridge construction project.

- d.) The CITY shall allow the COUNTY to inspect the bridge anytime during construction
- e.) The CITY shall allow the COUNTY to take part in the selection of a construction inspection/oversight firm
- f.) The CITY shall design or cause the bridge to be designed in accordance with INDOT and AASHTO design specifications
- g.) Prior to final acceptance, the CITY shall transfer ownership of all right of way under and adjacent to the bridge to the COUNTY
- h.) The CITY shall reimburse the COUNTY for performing the initial interim NBIS bridge inspection required to accept the structure into the COUNTY's inventory

4. OBLIGATIONS OF THE COUNTY:

- a.) The COUNTY shall be responsible for the cost of all future expenses associated with the COUNTY's regular NBIS inspections of the bridge.
- b.) The COUNTY shall adopt the completed Bridge into their NBIS inventory and routine maintenance operation cycles.
- c.) The COUNTY shall be responsible for maintaining the Bridge after construction completion and acceptance.
- d.) The COUNTY shall be responsible for the cost of all expenses associated with the COUNTY's future maintenance of the completed and accepted Bridge.

5. INTEGRATION:

This MOU represents the entire understanding between and among the parties hereto. The signing of this MOU by both parties constitutes their mutual recognition that no other contracts or agreements, oral or written exist between them in contravention of this document, and that if such oral or written contracts do exist they shall be considered void. Each party hereby represents to the other that it will not rely upon any agreement, contract, or understanding not otherwise iterated within this Agreement and executed or reduced to writing and incorporated by written amendments to this Agreement with the full knowledge and approval of both parties.

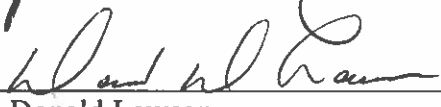
6. EFFECTIVE DATE OF AGREEMENT:

This agreement shall be effective upon the latest date of any required signature. This agreement shall be in full effect for one year, and can be renewed upon agreement by both parties. To terminate the agreement prior to its expiration date, both parties must agree in writing, following a 60 day minimum advance notice by the party wishing to terminate, except as otherwise provided within this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

BOONE COUNTY, INDIANA
BOARD OF COMMISSIONERS

By:  Date: 1/18/22
Jeff Wolfe, President

By:  Date: 1/18/22
Donald Lawson

By:  Date: 1/18/22
Tom Santelli

Attest: 
Debbie Crum, Auditor

CITY OF LEBANON, INDIANA

By: _____ Date: _____
Matthew Gentry, Mayor

Attest: _____
Tonya Thayer, Clerk Treasurer