

BOARD OF SANITARY COMMISSIONERS

MUNCIE SANITARY DISTRICT

RESOLUTION NO. 2024- 01

**RESOLUTION APPROVING AN INTERLOCAL COOPERATION
AGREEMENT WITH THE CITY OF MUNCIE, INDIANA**

WHEREAS, the Board of Sanitary Commissioners, as the governing body of the Muncie Sanitary District (the “District”), has determined that it is in the best interest of the District to enter into an interlocal cooperation agreement with the City of Muncie, Indiana (the “City”), pursuant to Ind. Code § 36-1-7-1 *et seq.*, to allow the District to utilize the services and expertise of the City’s public relations officer and share with the City the cost of employing the City’s public relations officer; and

WHEREAS, the Board of Sanitary Commissioners now desires to enter into the interlocal cooperation agreement with the City, a copy of which is attached hereto as Exhibit A, pursuant to the provisions of Ind. Code § 36-1-7-1 *et seq.*, according to the terms stated herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Sanitary Commissioners of the Muncie Sanitary District, Delaware County, State of Indiana, that:

1. The Interlocal Cooperation Agreement attached hereto as Exhibit A is hereby approved by the Muncie Sanitary District Board of Sanitary Commissioners.


2. The President of the Board of Sanitary Commissioners is hereby authorized to execute the Interlocal Cooperation Agreement in substantially the same form as that attached hereto as Exhibit A on behalf of the District upon receipt of a substantially identical resolution adopted by the Common Council for the City, as the governing body of the City of Muncie, Indiana.

3. Except as expressly stated herein, all other resolutions or parts thereof not in conflict with the provisions herein shall not be affected by the adoption of this Resolution.

4. This Resolution shall be in full force and effect upon its adoption and publication as required by law.

The foregoing Resolution is hereby approved by the Board of Sanitary Commissioners of the Muncie Sanitary District on this, the 7 day of February, 2024.

**MUNCIE SANITARY DISTRICT
BOARD OF SANITARY COMMISSIONERS**



Stephen Brand, President



Adam Leach, Vice-President



Tim Overton, Secretary



David Smith, Board Member



Aaron Clark, Board Member

(EXHIBIT A)

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into this 7 day of February, 2024, by and among the City of Muncie, Indiana (“City”), by and through its Common Council, and the Muncie Sanitary District (“MSD”), by and through its Board of Sanitary Commissioners.

WITNESSETH:

WHEREAS, the MSD is a political subdivision, established by Ind. Code § 36-9-25-1 *et seq.*, and is governed by a Board of Sanitary Commissioners (“Board”), which has jurisdiction over the finances of the MSD; and

WHEREAS, Ind. Code § 36-9-30-9 provides that the Board may employ, fix the compensation of, and assign the duties of various professionals, consultants, and other employees it considers necessary in the execution of its power and duties; and

WHEREAS, Ind. Code § 36-9-25-32 empowers the Board to pay all expenses of the Board, including salaries of officers and employees, and fees and expenses for professional services; and

WHEREAS, the City of Muncie is a political subdivision in the State of Indiana governed by a common council, which has, from time to time, appointed and employed a Public Relations Officer (“PRO”) to carry out the City’s communications strategy; and

WHEREAS, Ind. Code § 36-1-7-2 allows a power that may be exercised by one political subdivision to be exercised by another political subdivision upon the approval of a written agreement between the political subdivisions; and

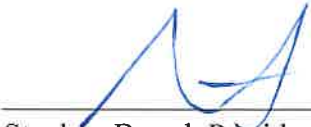
WHEREAS, in recognition of the value of the additional services and expertise the PRO can provide to the MSD, the parties now desire to enter into this Agreement pursuant to Ind. Code § 36-1-7-2 to allow the MSD to share with the City the cost of employing the PRO.

NOW, THEREFORE, pursuant to Ind. Code § 36-1-7-3, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the parties do hereby agree as follows:


1. This Agreement shall remain in effect until December 31, 2024 (“Term”).
2. The purpose of this Agreement is to allow the PRO to provide services and expertise to the MSD and allow the MSD and City to share the cost of employing the PRO.
3. In furtherance of the purposes of this Agreement, the City shall allow the PRO to provide the MSD with services and expertise, including, but not limited to:
 - a. Facilitate and conduct public relations on behalf of MSD, as necessary;
 - b. Coordinate with MSD staff to provide regular public updates about MSD activities;
 - c. Carry out the MSD’s overall communications strategy; and
 - d. Provide any other communications, public relations, and community outreach services as may be requested by the MSD.
4. At no time shall the PRO be considered an employee of the MSD and shall remain an employee of the City for the duration of this Agreement.
5. In exchange for the MSD’s use of the PRO’s services and expertise, the MSD shall pay to the City an amount equal to \$5,000.00, which amount shall be used by the City to pay the salary of the PRO.
6. This Agreement may be terminated prior to the expiration of the Term only upon the written approval of both parties and, upon the early termination of this Agreement, the City shall reimburse the amount paid by the MSD as set forth herein on a pro rata basis for the services received by the MSD through the date of termination.
7. This Agreement shall not be effective until both parties adopt substantially similar resolutions approving the Agreement, it is fully executed by the parties, and the Agreement is recorded with the Delaware County Recorder as required by Ind. Code § 36-1-7-6.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

MUNCIE SANITARY DISTRICT

By: 
Stephen Brand, President

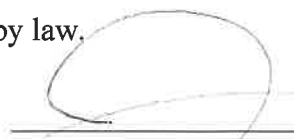
CITY OF MUNCIE

By: 
Dan Ridenour, Mayor

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

This instrument prepared by
and please return original to:

DEFUR VORAN LLP
Joseph I. Rhetts
400 South Walnut Street
Suite 200
Muncie, Indiana 47305


JOSEPH I. RHETTS #32733-24
ATTORNEY AT LAW