

MEMORANDUM OF UNDERSTANDING CONCERNING COUNTY-WIDE TRAIL MARKER SYSTEM

This Memorandum of Understanding ("Memorandum") is between the Community Foundation of Hancock County, Hancock Health, the City of Greenfield, the Town of Cumberland, the Town of Fortville, the Town of McCordsville, the Town of New Palestine, and the Town of Shirley ("the Parties") regarding the design, development, and maintenance of a county-wide trails plan and system (the "Hancock County Trails Network").

Background

WHEREAS, a joint initiative has been established and authorized by the respective governing bodies of the Parties to contribute toward to the development of the Hancock County Trails Network; and

WHEREAS, the Parties intend to contract for the design and development of a trail marker system in connection with the Hancock County Trails Network; and

WHEREAS, the Parties have determined cooperation in this matter is appropriate, desirable, practicable, and beneficial for the Parties and their citizens; and

NOW, THEREFORE, to memorialize the Parties' concept, understanding, and respective obligations, the Parties agree as follows:

1. Purpose.

1.1 The purpose of this Memorandum is to encompass the agreement between the Parties to design, develop, and maintain a trail marker system in Hancock County, Indiana, and more specifically, to provide trail markers and safety signage throughout the Hancock County Trails Network (the "Project").

1.2 This Memorandum shall govern the implementation, management, and funding commitments concerning the Project.

2. **Term.** This Memorandum shall be effective upon the last Parties' signature and shall remain in effect until the final completion of the Project, or until this Memorandum is terminated in accordance with Section 4.2 below. This Memorandum may be signed in signed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one agreement.

3. Terms and Obligations.

3.1 Financial Commitments.

3.1.1 Engineering Contract. The Community Foundation of Hancock County will enter into an agreement with Butler, Fairman and Seufert, Inc. for purpose of procuring engineering planning, design, and implementation services in connection with the Project. Also under this agreement, Butler, Fairman and Seufert, Inc. will provide maintenance and support services in connection with the GIS infrastructure provided under the agreement. This agreement is attached hereto as Appendix A. The Community Foundation of Hancock County agrees to the responsible party

to this agreement on behalf of Parties, subject to sharing of costs as set forth in Section 3.1.2.

3.1.2 Cost Sharing. The Parties agree to contribute funding for the overall Project cost as detailed in this section. The funding contributed by the Community Foundation of Hancock County and the Hancock Health shall be applied to the initial overall Project costs as they become due.

3.1.2.1 The Community Foundation of Hancock County shall contribute \$22,000 in funding to be applied toward the overall Project cost.

3.1.2.2 Hancock Health shall contribute \$30,000 in funding to be applied toward the overall Project cost. Hancock Health's contribution shall be paid to the Community Foundation of Hancock County and shall be due on or before August 1, 2024.

3.1.2.3 The City of Greenfield shall contribute \$1000, the Town of Cumberland shall contribute \$800, the Town of Fortville shall contribute \$800, the Town of McCordsville shall contribute \$800, the Town of New Palestine shall contribute \$800, and the Town of Shirley*shall contribute \$800 as set forth in Appendix B. The contributions shall be paid to the Community Foundation of Hancock County and shall be due on or before August 1, 2024. (*hereinafter the "Governmental Agencies")

3.2 **Project Maintenance.** After final installation of the Project, each Governmental Agency shall be responsible for the day-to-day operations and maintenance of the trail markers and emergency signage located in their respective corporate boundaries. If system-wide maintenance and repair is required beyond the terms of the agreement entered into with Butler, Fairman and Seufert, Inc., as determined by the Parties, the Parties may agree to share-costs to effectuate such maintenance and repairs.

4. Amendments, Termination, and Approvals

4.1 **Amendments.** This Memorandum may be amended by mutual agreement of the Parties in writing, which shall be set out as an Appendix hereto and incorporated as part of this agreement.

4.2 **Termination.** This Memorandum may be terminated by mutual agreement of the Parties in writing.

4.3 **Approvals.** The Parties to this Memorandum have obtained all proper approvals required by law and their organizing documents, and the persons executing this Memorandum represent that each Party has the full and complete authority to sign this Memorandum.

4.4 **Enforceability.** This Memorandum is binding upon the Parties and may be enforced by any Party against by any other Party to this Memorandum.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Parties, have executed this Memorandum of Understanding on the dates subscribed below.

The Community Foundation of Hancock County

By: _____

Title: _____

Date: _____

Hancock Health (Flat 50)

By: _____

Title: _____

Date: _____

The City of Greenfield

By: _____

Title: _____

Date: _____

The Town of Cumberland

By: _____

Title: _____

Date: _____

The Town of Fortville

By: _____

Title: _____

Date: _____

The Town of McCordsville

By: _____

Title: _____

Date: _____

The Town of New Palestine

By: _____

Title: _____

Date: _____

Town of Shirley

By: _____

Title: _____

Date: _____