

**FCO 2014 –VIII**  
**Stormwater Ordinance**

Whereas, the Floyd County Commissioners are vested with the authority to enter into contracts pursuant to IC 36-2-3.5-4(a)(9).

Whereas, the Floyd County Stormwater Board, hereinafter called "Board" requests that the Floyd County Commissioners grant the Board the authority to enter into a General Agreement with certain real estate owners in Floyd County for the purpose of attempting to unclog and clean driveway tile.

Whereas, the Board requests that the Floyd County Commissioners preapprove the General Agreement hereby attached and incorporated by reference with the passage of this Ordinance.

Whereas, the purpose of granting the Board the authority enter into said agreements is to increase the efficiency of the Floyd County government.

Whereas, it is also noted that the Floyd County Commissioners also sit on the Stormwater Board.

Wherefore, the Board of Commissioners of the County of Floyd hereby ordain and grant to the Board the authority to enter into General Agreements with Floyd County real estate owners to unclog and clean driveway tile.

So ordained this 1<sup>st</sup> day of July, 2014.

BOARD OF COMMISSIONERS  
OF THE COUNTY OF FLOYD

D. Mark Smith

Charl A. Leuberg

\_\_\_\_\_

Attest: \_\_\_\_\_

Floyd County Auditor

**GENERAL AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The County of Floyd, Indiana, (First Party) and \_\_\_\_\_ (Second Party).

**WITNESSETH:** That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties hereto, respectively as herein stated:

I. Said party of the first part covenants and agrees that it shall: attempt to clean and unclog second parties driveway tile. Such service is done with equipment owned and maintained by Floyd County. Any damages that occur to tile while cleaning will be the responsibility of the second party regardless of negligence on behalf of the County.

II. And said party of the second part covenants and agrees that it shall: Have driveway ready for cleaning on date agreed upon. Second party will not hold Floyd County responsible for any damages that occurs during the cleaning of second parties driveway tile regardless of negligence on behalf on the County. Second Party agrees to provide an additional insured endorsement naming the County of Floyd, Indiana, as an additional insured on it's homeowner's policy.

Second Party will not hold First Party responsible and shall waive any and all claims for any damages that occur during the cleaning of Second Party's property. Further, Second Party shall defend and indemnify First Party for any claims made against First Party by and third parties for damages allegedly incurred during, and reasonably related to, First Party's performance of the aforesaid cleaning and unclogging. This indemnity would cover all costs incurred by First Party in defending any such claims including, but not limited to, attorney's fees, court costs, and awards or judgments entered against First Party. In the event of any actual or potential claims against either party, the Second Party/property owner shall first look to their own insurance (homeowners, auto, etc) for coverage and shall exhaust any such coverage before seeking any compensation of any kind from First Party.

III. Other terms to be observed by and between the parties: The cleaning shall take place within a month of signed agreement if weather permits. Cleaning will take place solely based on the work schedule of Floyd County government. If time is of the essence, the homeowner should privately contract the work.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. This agreement shall be enforced under the laws of the State of Indiana.

This is the entire agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

First Party: \_\_\_\_\_  
(Stormwater Board President)

Second Party: \_\_\_\_\_  
(Property Owner)

Second Party: \_\_\_\_\_  
(Property Owner)