

ORDINANCE NO. 19 - 2010

AN ORDINANCE APPROVING AN INTERLOCAL AGREEMENT ALLOWING GREATER CLARK COUNTY SCHOOL CORPORATION TO PURCHASE ROAD SALT FROM THE CLARK COUNTY HIGHWAY DEPARTMENT.

WHEREAS, this Board of Commissioners of Clark County, Indiana (this "Board"), is the county executive body pursuant to the provisions of Ind. Code § 36-2-2-2, and also the county legislative body pursuant to the provisions of Ind. Code § 36-1-2-9; and,

WHEREAS, this Board has been approached by the Greater Clark County School Corporation ("Greater Clark") with a request to purchase road salt on an as needed basis from the Clark County Highway Department; and,

WHEREAS, this Board finds that approval of the request by Greater Clark is in the best interests of the citizens of Clark County, and now adopts this ordinance in order to approve an interlocal agreement for such purposes.

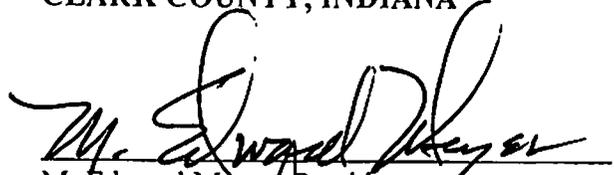
NOW, THEREFORE, BE IT ORDAINED by this Board of Clark County Commissioners as follows:

1. The interlocal agreement with Greater Clark attached hereto as Exhibit "A" is hereby approved in accordance with the provisions of Ind. Code § 36-1-7-1, *et seq.*

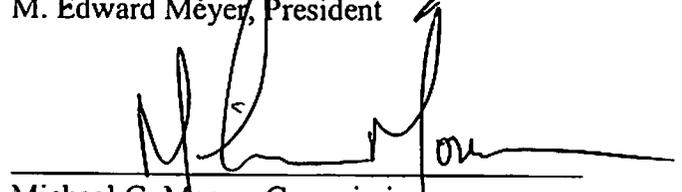
2. This Ordinance shall be in full force and effect following its adoption by this Board of Commissioners.

So Ordained by a vote of 3 in favor, and 0 against, on this 23rd day of November, 2010.

**BOARD OF COMMISSIONERS OF
CLARK COUNTY, INDIANA**



M. Edward Meyer, President



Michael G. Moore, Commissioner



Les Young, Commissioner

Attested by:



Keith Groth, Clark County Auditor

INTERLOCAL AGREEMENT

BETWEEN THE COMMISSIONERS OF CLARK COUNTY, INDIANA and THE GREATER CLARK COUNTY SCHOOL CORPORATION

THIS AGREEMENT is entered into by and between the Board of Commissioners of Clark County, Indiana (hereinafter referred to as “the County”) and the Greater Clark County School Corporation (hereinafter referred to as “the School Corporation”), through its Board of School Trustees.

WITNESSETH:

WHEREAS, I.C. 36-1-7 allows political subdivisions in the state of Indiana to enter into Interlocal Agreements; and,

WHEREAS, it is the desire and intent of the School Corporation to enter into this Agreement constituting a contract with the County for the purchase of road salt to use on paved areas of corporation owned properties in the Charlestown and New Washington, Indiana areas during times of inclement weather; and,

WHEREAS, it is the desire and intent of the School Corporation to enter into this Agreement constituting a contract with the County for the purchase of brine to be placed on the parking lots at New Washington Middle/High School and New Washington Elementary School using the County’s Brine Machine during times of inclement weather; and,

WHEREAS, in accordance with I.C. 36-1-7-12, whenever a contract provides for the purchase, sale, or exchange of services, supplies, or equipment between or among Indiana governmental entities only, no notice by publication or posting is required; and,

WHEREAS, whenever a contract provides for one Indiana governmental entity to make a purchase for another, compliance by the one with the applicable statutes governing public bids constitutes compliance by the other; and,

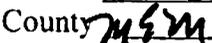
WHEREAS, a governmental entity may make a purchase from any other governmental entity or under another governmental entity’s referenced written contract if there is compliance with state purchasing law by the original purchasing unit; and,

WHEREAS, by entering into this Agreement, the County affirms that it is in compliance with all applicable public purchase requirements and has the legal authority to sell salt and brine to the School Corporation and to apply brine to the parking areas at New Washington Middle/High and Elementary Schools; and,

WHEREAS, by virtue of approval of this Agreement by both parties, the School Corporation affirms that it has the legal authority to enter into this contract with the County.

IT IS, THEREFORE, AGREED by the parties as follows:

1. **DURATION:** This Agreement shall remain in full force and effect from the time it is executed by all parties until its provisions have been fulfilled.
2. **PURPOSE OF AGREEMENT:** The purpose of this Agreement for the County to provide 130 tons of salt to the School Corporation on an "as needed" basis for use during inclement weather on paved areas of corporation owned properties in the areas of Charlestown and New Washington, Indiana, along with the purchase and installation of brine for the parking areas at New Washington Middle/High and Elementary Schools during times of anticipated or actual inclement weather (snow/ice).
3. **MANNER OF FINANCING, STAFFING AND SUPPLYING THE JOINT UNDERTAKING AND OF ESTABLISHING AND MAINTAINING A BUDGET THEREOF:**
 - a. Manner of Financing:
 - i. The School Corporation has agreed to pre-pay the purchase price of \$62.50 per ton for one hundred thirty (130) tons of salt at a cost of Eight Thousand One Hundred Twenty Five Dollars (\$8,125.00) to the County upon approval of this Agreement.
 - ii. The School Corporation will reimburse the County for brine used on the parking areas at New Washington Middle/High and Elementary Schools upon receipt of an invoice detailing the amount of product used and at no cost for the use of the equipment/operator and at a "no mark up" cost for the product.
 - b. Staffing and Supplying Joint Undertaking:
 - i. The County via its Highway Department shall store the salt at its facility located at 6103 Highway 403, Charlestown, Indiana. The County will provide staff needed to load salt for the School Corporation into corporation owned vehicles/equipment on an "as needed" basis. The School Corporation will notify the County in a timely manner when salt will need to be picked up from said facility.
 - ii. The County will provide the brine, brine machine and operator to service the parking areas at New Washington Middle/High and Elementary Schools to apply the product during times of anticipated or actual inclement weather (snow/ice).
 - c. Maintenance of Budget: The School Corporation shall maintain records related to the purchase and the County shall maintain records related to the sale of the salt/brine.
4. **METHODS THAT MAY BE EMPLOYED IN ACCOMPLISHING THE PARTIAL OR COMPLETE TERMINATION OF THIS AGREEMENT:** This Agreement shall terminate upon the fulfillment of all terms and conditions outlined herein.

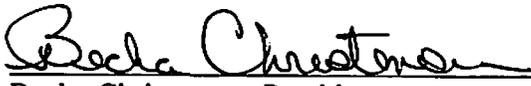
School Corporation 
County 

5. **ADMINISTRATION:** This Agreement shall be administered jointly by the County Road Superintendent with the Clark County Highway Department and the School Corporation's Superintendent of Schools, or their designees. These individuals shall be authorized to perform all duties and carry out all functions as are necessary to effectuate the purpose of this Agreement.
6. **ACQUIRING, HOLDING AND DISPOSING OF PROPERTY:** No real estate shall be acquired, held or disposed of as part of this Agreement.
7. **PAYMENT SCHEDULE:** No payment schedule shall be established. The School Corporation will pre-pay for 130 tons of salt at a cost of \$62.50 per ton. The School Corporation will pay the cost of the brine used upon receipt of an invoice detailing the amount of product used, the location applied, and the date applied. Said amount shall be paid upon proper receipt of a claim for the product provided and after approval of the Board of School Trustees for the School Corporation. Said payment will not be unduly withheld.
8. **APPROVALS:** This Agreement becomes in full force and effect upon approval by all parties as indicated by their signatures on this Agreement.
9. **EXTENSION:** No extension of this Agreement is anticipated without additional approval of the parties.
10. **FILING:** The parties agree that upon this Interlocal Agreement shall be recorded at the School Corporation's expense once all required signatures are in place. A recorded copy of this and will be provide to the County. Within sixty (60) days of the date the Agreement takes effect, both parties shall file a recorded copy with the state board of accounts for audit purposes pursuant to IC 36-1-7-6.
11. **PURCHASE, SALE, OR EXCHANGE OF SERVICES, SUPPLIES OR EQUIPMENT:** Whenever a contract provides for the purchase, sale, or exchange of services, supplies, or equipment between or among Indiana governmental entities only, no notice by publication or posting is required pursuant to IC 36-1-7-12.
12. **UPON APPROVAL OF THIS AGREEMENT,** the Board of School Trustees authorizes the President and Secretary to execute all documents necessary to implement this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the dates shown below indicating their respective approvals of this Interlocal Agreement which will be for the benefit of the School Corporation's students, employees, faculty and administrators along with the general public and citizens of the Cities of Charlestown, New Washington and surrounding communities.

School Corporation RC
County M. J. M.

**BOARD OF SCHOOL TRUSTEES FOR
THE GREATER CLARK COUNTY SCHOOL CORPORATION**


Becca Christensen, President


Kevin Gatterly, Secretary

11-22-10
Date

THE BOARD OF COMMISSIONERS OF CLARK COUNTY, INDIANA

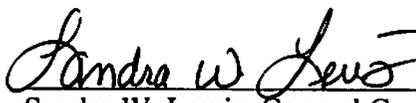

Edward Meyer
President

Attest:


Les Young, Vice President

11-23-10
Date

This Document Jointly Prepared by:


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School Corporation RC
County _____