

STATE OF INDIANA

BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS

ORDINANCE NO. 3-2015

**AN ORDINANCE AUTHORIZING THE PARTICIPATION TO AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF CLARK COUNTY AND THE WEST CLARK COUNTY SCHOOL CORPORATION**

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

**WHEREAS**, this Board is also the legislative body of Clark County government pursuant to the provisions of Ind. Code 36-1-2-9; and,

**WHEREAS**, pursuant to Ind. Code 36-1-7 *et seq.*, this Board may enter into an interlocal agreement with Indiana political subdivisions; and,

**WHEREAS**, this Board finds it necessary to enter into an interlocal agreement with the West Clark County School Corporation for the sale of salt; and,

**WHEREAS**, the interlocal agreement instituting said responsibilities is hereby attached (*See Exhibit "A"*).

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

1. The interlocal agreement is hereby adopted and the President of this Board is authorized to execute this interlocal agreement. This Ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Board.

*[Signature page to follow]*

So Ordained this 15th day of January, 2015.

*Members voting "NO":*


\_\_\_\_\_  
Jack Coffman, Commissioner

\_\_\_\_\_  
Rick Stephenson, Commissioner

\_\_\_\_\_  
Bryan Glover, Commissioner

*Members voting "YES":*

  
\_\_\_\_\_  
Jack Coffman, Commissioner

  
\_\_\_\_\_  
Rick Stephenson, Commissioner

  
\_\_\_\_\_  
Bryan Glover, Commissioner

*Attested by:*

  
\_\_\_\_\_  
R. Monty Snelling, Clark County Auditor

**INTERLOCAL AGREEMENT**

**BETWEEN THE COMMISSIONERS OF CLARK COUNTY, INDIANA and  
THE WEST 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 West Clark County School Corporation (hereinafter referred to as "the School Corporation"), through its Board of School Trustees.

**WITNESSETH:**

**WHEREAS**, Ind. Code 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 Henryville, Sellersburg and Borden, Indiana areas during times of inclement weather; and,

**WHEREAS**, in accordance with Ind. Code 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 to the West Clark School Corporation; 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 School Corporation desires to maintain a paid balance of fifty (50) tons of salt for use on an "as needed" basis during inclement weather on paved areas of corporation owned properties in the areas of Henryville, Sellersburg and Borden, Indiana during times of anticipated or actual inclement weather (snow/ice).

**EXHIBIT "A"**

**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 \$72.20 per ton for Fifty (50) tons of salt at a cost of three thousand six hundred ten dollars (\$3,610.00) to the County upon approval of this Agreement.

b. Staffing and Supplying Joint Undertaking:

- i. The County via its Highway Department shall store the salt at its facilities located at 6103 Highway 403, Charlestown, Indiana and 412 Poplar, New Washington, Indiana. The West Clark School Corporation shall pick up the necessary salt from said storage facilities and 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.

- 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.

**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.

**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 fifty (50) tons of salt at a cost of \$72.20 per ton upon approval of this Agreement by all parties.

**8. APPROVALS:** This Agreement becomes in full force and effect upon approval by all parties as indicated by their signatures on this Agreement.

School Corporation \_\_\_\_\_

County \_\_\_\_\_

9. **EXTENSION:** No extension of this Agreement is anticipated without additional approval of the parties.
10. **FILING:** The parties agree that this Interlocal Agreement shall be recorded at the School Corporation's expense once all required signatures are in place. A recorded copy of this Agreement will be provided 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 Henryville, Sellersburg and Borden and surrounding communities.

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

\_\_\_\_\_  
Brian Hurst, President

\_\_\_\_\_  
Doug Coffman, Secretary

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School Corporation \_\_\_\_\_  
County \_\_\_\_\_

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

\_\_\_\_\_  
Jack Coffman, President

\_\_\_\_\_  
Rick Stephenson, Vice President

\_\_\_\_\_  
Date

**Document prepared by:**

\_\_\_\_\_  
N. Lisa Glickfield. #23584-27  
General Counsel  
Clark County Commissioners  
Clark County Government Building  
501 E. Court Avenue, Rm 404  
Jeffersonville, IN 47130  
(812 285-6275

**Reviewed by:**

\_\_\_\_\_  
Michael A. Gillenwater #8549-10  
General Counsel  
West Clark County School Corporation  
411 Watt Street  
Jeffersonville, IN 47130  
(812) 288-4442

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.

N. Lisa Glickfield

School Corporation \_\_\_\_\_  
County \_\_\_\_\_