

**INTERLOCAL AGREEMENT FOR 2021
WARREN COUNTY AND WARREN COUNTY SOLID WASTE DISTRICT**

WHEREAS, the Warren County Solid Waste District ("District") is a governmental entity created under IC 13-21-3; and

WHEREAS, Warren County is a political subdivision established under Indiana laws, and since Warren County has an entity, the Warren County Highway Department, operated under the authority of the Board of County Commissioners, and

WHEREAS, Indiana political subdivisions and governmental entities may enter into written agreements for the purchase, sale or exchange of services under IC 36-1-7; and

WHEREAS, IC 13-21-5-13 requires each district to designate a Director to supervise the implementation of the District's plan; and

WHEREAS, the District and the County Highway Department are desirous of entering an agreement by which the County Highway Department will provide staff and administrative services to implement and supervise the implementation of the plan for the benefit of the District.

THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the aforementioned parties hereby agree as follows:

Section 1-Purpose

The purpose of this agreement is for the District to obtain from the County Highway Department both staff and administrative service, and, for the County Highway Department to provide such services to the District.

Section 2-Description of Services

The County Highway Department will provide to the District approximately 160 or more hours per week of staff services. Such staff services shall include, but not be limited to, the following:

40 hours per week, each, for the services of three Operators
20 hours per week for the service of a Director

Section 3-Duration

This agreement shall be in full force and effect as of January 1, 2021, and shall remain in full force and effect until December 31, 2021, or as otherwise amended or terminated in accordance with Section 7.

Section 4-Administration

This agreement shall be administered by a joint board composed of the Director of the District and the President of the Board of County Commissioners. The joint Board shall meet as necessary to approve or disapprove the amount of monies to be disbursed from the District to the County Highway Department for the services noted above.

Section 5-Duties of the Staff

The staff shall perform such duties for the District as are specified in the District plan and District resolutions.

Section 6-Compensation

The District shall pay the County Highway Department no more than \$228,689.00 for the provision of staff services. The money shall be paid from the Solid Waste Management Fund to the County Highway Fund. These payments will be in monthly installments based on payroll expenses for the paid month as designated by the joint board.

Section 7-Amendment or Termination

This agreement may be amended or terminated by either of the parties with thirty (30) days' notice to the other.

Section 8-Severability

If any term or provision of this agreement is declared to be invalid, null, void or unenforceable, the remaining provisions shall not be affected, and shall have full force and effect.

This agreement, having been examined by the County Commissioners of Warren County and the Board of Directors of the Warren County Solid Waste District, shall constitute the entire agreement between the parties, and there are no other terms, statements, obligations, representatives, or otherwise, of any nature whatsoever.

For Warren County, Indiana, executed this 23rd day of December, 2020

THE BOARD OF COMMISSIONERS OF WARREN COUNTY

W. B. Jordan
Brian Jordan, President

Adam Hanthorne
Adam Hanthorne

Clay Andrews
Clay Andrews

ATTEST:

Robin Weston-Hubner
Robin Weston-Hubner, Warren County Auditor

For the Warren County Solid Waste District, executed the 19th day of January, 2020, based on adjustments made by the Warren County Council and State of Indiana Tax Board of Commissioners.

THE BOARD OF DIRECTORS OF THE WARREN COUNTY SOLID WASTE DISTRICT

Clay Andrews
Brian Jordan, Chairperson Clay Andrews

ATTEST:

Jenny Hobaugh
Jenny Hobaugh, Secretary