

Ordinance No. 2012-3

**AN ORDINANCE APPROVING THE INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE SHELBY COUNTY SOLID WASTE MANAGEMENT DISTRICT AND  
SHELBY COUNTY, INDIANA, REGARDING CERTAIN PERSONNEL**

WHEREAS, the Shelby County Solid Waste Management District ("District") and the County of Shelby, Indiana ("County"), desire to enter into an interlocal agreement ("Agreement") which authorizes the District to utilize an County employee to serve and fulfill the duties as Compliance Officer;

WHEREAS, the form of the Agreement has been developed and is attached to this Ordinance as Exhibit A, and a proposed job description for the Compliance Officer position attached to this Ordinance as Exhibit B;

WHEREAS, the County, acting by and through its Board of Commissioners, hereby finds that the Agreement promotes the public interest and should be approved;

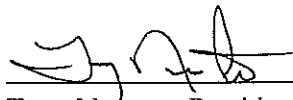
NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Shelby County, Indiana, that the Exhibit A attached to this Agreement shall be, and hereby is, approved.

Approved this 13<sup>th</sup> day of February, 2012, by the Board of Commissioners of Shelby County.

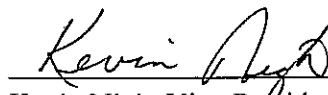
**SHELBY COUNTY BOARD OF COMMISSIONERS**

"AYES"

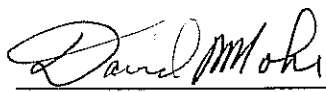
"NAYS"

  
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Tony Newton, President

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Tony Newton, President


  
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Kevin Nigh, Vice-President

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Kevin Nigh, Vice-President

  
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David Mohr, Member

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David Mohr, Member

ATTEST:

  
\_\_\_\_\_  
Amy Glackman, Shelby County Auditor

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE SHELBY COUNTY SOLID WASTE MANAGEMENT DISTRICT AND  
SHELBY COUNTY, INDIANA  
REGARDING CERTAIN PERSONNEL**

WHEREAS, Indiana Code § 36-1-7-1 et seq. permits governmental entities to jointly exercise powers through interlocal cooperation agreements;

WHEREAS, each governmental entity, in performing its government functions or in paying for the performance of governmental functions hereunder, shall make that performance of those payments from current revenues legally available to that party;

WHEREAS, each governmental entity finds that the performance of this interlocal cooperation agreement is in the best interests of both entities, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this interlocal cooperation agreement;

WHEREAS, pursuant to Indiana Code § 36-1-7-11, governmental entities entering into an interlocal cooperation agreement may appropriate monies and provide personnel, services, and facilities in order to carry out the terms of that agreement; and

WHEREAS, this Interlocal Cooperation Agreement reflects the commitments and understandings agreed to by the governmental entities in order to efficiently and effectively carry out the duties and responsibilities set forth in Shelby County's Nuisance Solid Waste Accumulation, Illegal Dumping, and Littering Ordinance,

NOW, THEREFORE, the Shelby County Solid Waste Management District and Shelby County, Indiana, hereby agree as follows:

Section 1. District's Obligations

The Shelby County Solid Waste Management District (hereinafter, the "District") agrees that it will pay Shelby County, Indiana (hereinafter, the "County") \$18,030.00 from the District's funds. Payments shall be made in three equal installments of \$6,010.00: the first of which shall be due by April 1, 2012; the second of which shall be due by August 1, 2012; and the last of which shall be due by December 1, 2012.

It is mutually understood by and between the entities that the amounts to be paid by the District are a proration of the projected annual expenses, and intended to provide for only the last 9 months (75%) of the full calendar year. The funds that the District would be expected to pay for a full calendar year would be \$24,020.00.

In addition to making these payments as specified, the District shall:

- Provide a safe and suitable workplace for the County employee assigned to fulfill the duties of the Compliance Officer (hereinafter, "Employee");
- Provide the County with prompt notice of any injury suffered to the Employee;
- Provide adequate supervision and instruction for the Employee; and

- Monitor the work time of the Employee, making sure that the Employee's time does not exceed 19 hours of work for any given week, or 988 hours in any given calendar year.

The Executive Director of the District shall direct and supervise the Employee's daily work, and shall sign the Employee's timesheet as the supervisor.

The District shall interview all prospective candidates, and thereafter recommend to the County a qualified individual to be hired as Employee.

The District shall be responsible for any obligations associated with unemployment claims of unemployment insurance concerning the Employee.

#### Section 2. County Obligations

The County agrees to assign one employee to the District to fulfill the responsibilities and duties of Compliance Officer from April 1, 2012 to December 31, 2012. The Employee shall be hired by the County at the recommendation of the District, and shall meet any and all requirements for employment as have been established by the District. The County will be responsible to pay the Employee wages, to pay or withhold payroll taxes, and to fulfill the County's obligations for workman's compensation insurance. The County shall maintain personnel and payroll records.

#### Section 3. Liability

Nothing in the performance of this Interlocal Cooperation Agreement (hereinafter, the "Agreement") shall impose any liability for claims against either governmental entity other than claims for which liability may be imposed by the Indiana Tort Claims Act. The District shall be responsible for and hold County harmless for any employment related claims, including, but not limited to, compensatory time pay, overtime pay, discrimination and harassment.

#### Section 4. Employment Relationship

As the provider of staff, Shelby County will be the employer of the assigned employee.

#### Section 5. Third Parties

The entities to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

#### Section 6. Intent

By entering into this Agreement, the entities do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto. It is the intent of the parties that the Employee referenced herein remains an employee of the County and not an employee of the District.

Section 7. Commitment

The entities shall communicate and cooperate with one another to ensure that the purposes of this Agreement are achieved on behalf of and to the benefit of the public they serve.

Section 8. Severability

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, null, void or unenforceable, the remaining provisions shall not be affected and shall have full force and effect.

Section 9. Option to Renew

The entities may renew the terms of this Agreement for one year through resolution.

SO AGREED this 13<sup>th</sup> day of March, 2012.

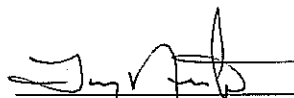
DISTRICT

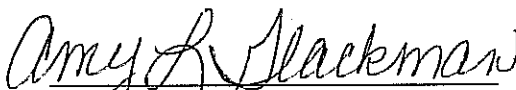
  
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TONY NEWTON, Board President

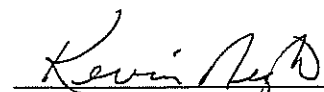
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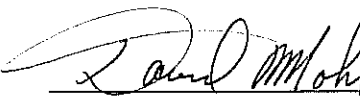
  
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LISA CARPENTER, Executive Director

SHELBY COUNTY, INDIANA

  
\_\_\_\_\_  
TONY NEWTON, Commissioner

  
\_\_\_\_\_  
AMY GLACKMAN,  
Shelby County Auditor

  
\_\_\_\_\_  
KEVIN NIGH, Commissioner

  
\_\_\_\_\_  
DAVID MOHR, Commissioner

**POSITION DESCRIPTION  
SHELBY COUNTY, INDIANA**

**POSITION:** Compliance Officer  
**DEPARTMENT:** Solid Waste Management District  
**WORK SCHEDULE:** Variable  
**SALARY:** \$18.50 per hour  
**JOB CATEGORY:** N/A

**DATE WRITTEN:** February 9, 2012                      **STATUS:** Part-time  
**DATE REVISED:**    **FLSA STATUS:** Exempt

**To perform this position successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this document are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.**

Incumbent serves as Compliance Officer for the Shelby County Solid Waste Management District (SWMD) enforcing the Nuisance Solid Waste Accumulation, Illegal Dumping and Littering Ordinance in Shelby County. The position requires work with the public and the media; computer use; and cooperation with various government agencies and individuals to identify problem areas, develop solutions, and work as part of a team toward solutions.

**DUTIES:**

- Receive complaints, keep records, verify violations, notify offenders, and enforce an appropriate level of response to rectify violations of the Nuisance Solid Waste Accumulation, Illegal Dumping and Littering Ordinance.
- Collaborate with SWMD Compliance Board, Director, and legal counsel to administer and enforce the ordinance. Report to the SWMD Board of Directors as needed.
- Establish and maintain standard procedures for ordinance enforcement, including record keeping systems.
- Investigate complaints of nuisance solid accumulation; collect evidence as needed; write citations.
- Investigate illegal dumpsites, littering, and solid waste accumulation at recycling sites for evidence of persons responsible for the violations; write citations.
- Collaborate with SWMD Director, staff, and legal counsel to notify businesses and individuals of prohibited acts via official notices, letters, certified mail and other means.
- Meet with alleged violators and facilitate remedies for proper clean-up and/or abatement; monitor clean-up and abatement progress through to completion; track casework and maintain documentation.
- Take bids and work with contractors if clean-up is ordered by the Compliance Board.
- Prepare and submit evidence; appear and testify before the Compliance Board, SWMD Board of Directors, and in court proceedings as requested.
- Prioritize clean-up sites.
- Monitor high traffic dumpsites and recycling sites for violations.
- Act as liaison with the Shelby County Sheriff Department, Health Department, Plan Commission, County Prosecutor, County Attorney, the Indiana Department of Environmental Management, and all

other federal, state, and local agencies concerning nuisance solid waste accumulation, abandoned or junk vehicles, illegal dumpsites, illegal dumping, and littering.

- Collaborate with SWMD Director, staff, and legal counsel to submit requests to the County Auditor to place fees, fines, or costs on property owner's tax bill.
- Prepare monthly reports on violations, clean-up projects, and other related activity for the Compliance Board.
- Prepare quarterly, semi-annual, and/or annual reports as requested by the Compliance Board or the Solid Waste Management District Board.
- Work under the guidance and supervision of the SWMD Compliance Board and Director; provide whatever briefings are requested by the Board of Directors.
- Provide information presentations to school classes, clubs, or civic organizations on proper waste management, procedures, and practices, as directed by the Director.
- Perform related duties as required to enforce the code and local county ordinances relating to the nuisance of solid waste accumulation, illegal dumping, and littering.

### **JOB REQUIREMENTS:**

High school diploma or equivalent. Experience or training in code, ordinance, or law enforcement and conflict resolution.

Familiarity with the Shelby County Nuisance Solid Waste Accumulation, Illegal Dumping and Littering Ordinance, as well as knowledge of local, state, and national environmental laws and regulations that pertain to solid waste, illegal dumping, and littering.

Effective communication skills allowing for successful collaboration with the SWMD Director, Fiscal Officer, Compliance Board, Board of Directors, legal counsel, and representatives from other agencies.

Ability to work rapidly for long periods, to multi-task, and to complete assignments effectively amidst frequent distractions and interruptions.

Ability to effectively work both independently and in cooperation with others with minimum supervision or oversight.

Ability to occasionally work irregular, evening, and weekend hours, as requested.

Possession of a valid Indiana driver's license and a history of safe and responsible driving.

Salary: \$18.50 per hour, not to exceed \$20,000 per year; not to not exceed 19 hours in any single week or 988 hours in any single year.

This position will be an "employment at will" position, and is subject to the renewal of an ongoing interlocal cooperation agreement between Shelby County and the Shelby County Waste Management District.

Expense reimbursement:

-Mileage driven in a personal vehicle will be reimbursed at the standard County reimbursement rate.

Compliance Officer shall agree to enforce the Nuisance Solid Waste Accumulation, Illegal Dumping and Littering Ordinance throughout Shelby County, wherever and whenever practicable, and in an adequate, responsible and timely manner.

Compliance Officer shall agree to promote a positive image of SWMD and maintain a professional appearance and respectful demeanor at all times when representing the SWMD.

Compliance Officer shall agree to collaborate with the SWMD Compliance Board, Board of Directors, Fiscal Officer, Director, legal counsel, and all other government officials and agencies to reduce and eliminate nuisance solid waste accumulation, illegal dumping, and littering in Shelby County.

Compliance Officer shall agree to present written monthly reports and appear in person if requested at the regularly scheduled monthly meetings of the Compliance Board and the SWMD Board of Directors.

Compliance Officer shall submit a weekly timesheet to the Director for approval.

**DIFFICULTY OF WORK:**

Incumbent performs duties which are broad in scope, involving many variables and considerations. Incumbent develops own objectives for areas of responsibilities and works closely with the Compliance Board to resolve nuisance solid waste accumulation, illegal dumping, and littering issues.

**RESPONSIBILITY:**

Incumbent maintains frequent contact with the SWMD Board of Directors and Compliance Board with purpose and desired results indicated. Decisions and work product are reviewed primarily for appropriate supervision or direction of department objectives.

**PERSONAL WORK RELATIONSHIPS:**

Incumbent maintains frequent contacts with the SWMD Director, Fiscal Officer, Compliance Board, Board of Directors, Health Department, Plan Commission, Sheriff Department, other governmental organizations, and the public for purposes of enforcing the Nuisance Solid Waste Accumulation, Illegal Dumping and Littering Ordinance.

Incumbent reports monthly to the SWMD Compliance Board and regularly to the SWMD Board of Directors.

**PHYSICAL EFFORT AND WORK ENVIRONMENT:**

Incumbent performs various duties in office and outdoor environments. Duties may include sitting and walking at will, standing or walking on uneven terrain for long periods, crouching, kneeling, reaching, lifting objects weighing over 50 pounds, carrying objects, bending at waist, close and far vision, handling and grasping objects, driving, paperwork, working in extreme hot or cold temperatures, working in wet or icy surroundings, working near fumes, odors, dust, or dirt when investigating possible violations, exposure to violent or dangerous individuals when investigating or communicating violations.