

**PUBLIC - PRIVATE AGREEMENT FOR
WORK-ZONE AND TRAFFIC LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered into this 6th day of July, 2020, between **Warren County**, a municipal corporation operating under the laws of the State of Indiana, hereinafter called the "County," and **M.J. Electric, Inc.**, a corporation organized under the laws the State of _____, hereinafter called the "Contractor," *WITNESSETH*:

WHEREAS, Contractor is currently under private contract to perform construction services on and adjacent to Indiana State Highway 63 in Warren County, Indiana; and

WHEREAS, due to safety-related concerns, Contractor has asked County to provide work-zone and traffic law enforcement services in and near Contractor's work-zones along Indiana State Highway 63 in Warren County, Indiana, with no additional labor cost to the County, in order to protect the Contractor's employees and the public at large, which the County is willing to do under the terms of this Agreement;

NOW, THEREFORE, it is agreed by the Parties as follows:

1. County agrees to permit its off-duty Sheriff's deputies to provide work-zone and traffic law enforcement services to Contractor in and near the Contractor's work-zones along and adjacent to Indiana State Highway 63 in Warren County, Indiana, in a manner, location and frequency as determined by Contractor and the Warren County Sheriff. The County's Sheriff's deputies shall remain under the command of the Warren County Sheriff at all times.
2. The term of this Agreement shall be from July 6, 2020 to August 31, 2020, unless extended by mutual agreement of the Parties. This Agreement may be terminated by either party upon twenty-four (24) hours' notice to the other party.
3. Contractor agrees to reimburse County for all payroll-related expenses for the services delivered under this Agreement, including hourly wages, payroll taxes and overtime wages, and including mileage payable to the County at a rate determined by Contractor and the Warren County Sheriff, during the term of this Agreement, on a bi-weekly basis, up to a maximum of Twenty-five Thousand Dollars (\$25,000.00) total, unless the Parties mutually agree to a different amount in writing. Contractor shall pay such wages, payroll expenses, overtime wages and mileage to the Warren County Treasurer and designate the reimbursement as payable to the Warren County Public Safety Fund, from which additional appropriations may be taken to replace the funds initially paid by the County prior to reimbursement from the Contractor.
4. Contractor shall be under no obligation to provide to County or its employees any vehicles, equipment, insurance, supervision, or any other type of benefit or remuneration.
5. County's employees shall continue to be deemed employees of County and not independent contractors or agents of Contractor.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on this 6th day of July, 2020.

BOARD OF COMMISSIONERS
OF WARREN COUNTY, INDIANA

M.J. Electric, Inc.

W.B.
W. Brian Jordan

[Signature]
Adam Hanthorne

[Signature]
Clay Andrews

By: _____ Printed Name

Its: _____ Position

ATTEST:

[Signature]
Robin Weston-Hubner,
Auditor of Warren County