

RETURN TO: Rhett L. Tauber, Esq.
9211 Broadway
Merrillville, IN 46410

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2005 006995

2005 MAY 28 PM 2:15
MICHAEL A. CROWL
RECORDER
INTERGOVERNMENTAL AGREEMENT

This Interlocal Governmental Agreement made and entered into in accordance with I.C. 36-1-7 by and between the **TOWN OF HIGHLAND** (hereinafter called "Town") and the **SCHOOL TOWN OF HIGHLAND** (hereinafter called "School Town"), both municipal corporations organized and operating under the laws of the State of Indiana.

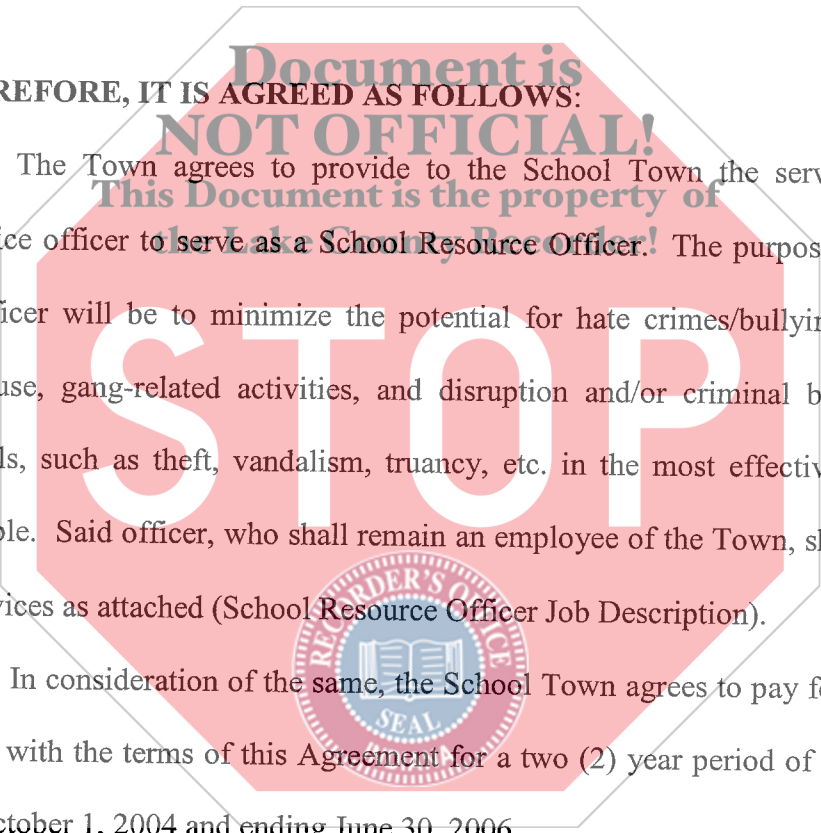
WITNESSETH THAT:

WHEREAS, the Town desires to provide a Town of Highland Police Officer to the School Town to serve in the capacity as School Resource Officer to instruct both the G.R.E.A.T. curriculum and the Officer Friendly program, and to perform other related duties.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Town agrees to provide to the School Town the service of one (1) Highland police officer to serve as a School Resource Officer. The purpose of the School Resource Officer will be to minimize the potential for hate crimes/bullying, alcohol and drug-related use, gang-related activities, and disruption and/or criminal behavior in and around schools, such as theft, vandalism, truancy, etc. in the most effective and efficient manner possible. Said officer, who shall remain an employee of the Town, shall provide the following services as attached (School Resource Officer Job Description).

2. In consideration of the same, the School Town agrees to pay for said services in accordance with the terms of this Agreement for a two (2) year period of time beginning on or about October 1, 2004 and ending June 30, 2006.



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3. The School Town shall pay to the Town for the above services compensation as follows:

A. Year 1: Up to One Hundred Fifty (150) Days

<u>Officer Salary</u>	<u>Town Portion</u>	<u>School Portion</u>
\$77,404.22	\$48,215.40	\$29,188.82

B. Year 2: Up to One Hundred Seventy Six (176) Days

<u>Officer Salary</u>	<u>Town Portion</u>	<u>School Portion</u>
\$77,404.22	\$20,641.12	\$56,763.10

The School Town's compensation shall be paid in two (2) equal installments, the first being due on or before January 14, 2005 and the second payment being due on or before June 30, 2005. For each subsequent school year that the services are provided, the payment schedule shall provide one-half (1/2) of the amount due and payable on or before December 31st and June 30th of each year.

4. The Clerk-Treasurer of the Town shall be authorized to execute the duties of receiving payments from the School Town as described in paragraph three (3) and of disbursing and accounting for all such monies in a manner consistent with the terms of this Agreement.

5. The School Resource Officer will be assigned on a full-time basis to the School Town the equivalent of up to one hundred seventy- six (176) days during the school year. The School Town will only be financially responsible for the equivalent number of days actually worked.

6. The School Resource Officer will wear a class "A" duty uniform while the regular school day is in session.

7. The School Resource Officer will not take personal time off when school is in session. If sick, he must notify the receptionist at the School Town Administration Center. No substitute will be hired.

8. Lunch must be eaten in a School Town cafeteria unless prior arrangements have been made with the Superintendent/designee.

9. The Town will assume all costs and responsibility of initial and ongoing training associated with the School Resource Officer position. Any vehicle or additional equipment or expenses necessary for the program shall be paid for by the Town.

10. The Town shall be responsible for selecting the police officer to serve as the School Resource Officer, subject to the consent and approval of the School Town. The School Town has final authority on the content of all instructional materials used by the School Resource Officer.

11. The administration of the terms of this Agreement shall supersede any previous Agreement and shall be accomplished through the Superintendent of the School Town or designee and the Town designee.

12. Any other provision of this Agreement to the contrary notwithstanding this Agreement may be changed or modified only with the written consent of both parties.

13. All notices or communications provided herein shall be in writing and delivered either in person or via certified or registered United States mail, return receipt requested, and with the proper postage prepaid, addressed to the party for whom such notice or communication is intended.

14. Should any part, term, or provision of this Agreement be determined by a

court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portion or provisions shall not be affected thereby.

15. No failure or delay in performance of the executed service Agreement by either party shall be deemed to be a breach when such failure or delay is occasioned by or due to any Act of God, strike, lockout, war, riot, epidemic, explosion, sabotage, the binding order of any court or governmental authority, or any other cause, whether of the kind enumerated above or otherwise, not within the control of the party claiming suspension, actually provided that no cause or contingency shall relieve the School Town of its obligation to make payment for the services of the School Resource Officer and the G.R.E.A.T/Officer Friendly programs actually provided by the Town.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this contract to be executed in three (3) counterparts, each of which shall constitute an original, all as of this 25th day of October, 2004.

TOWN OF HIGHLAND

SCHOOL TOWN OF HIGHLAND

By:


MARK A. HERAK, President

By:


BRAD MEEDER, President

ATTEST:


MICHAEL W. GRIFFIN, Clerk-Treasurer



ATTEST:


LUCY LOBODZINSKI, Secretary