

TOWN OF HIGHLAND
TOWN COUNCIL RESOLUTION No. 2006-65



A Resolution Approving an Interlocal Cooperation Agreement between the Incorporated Town of Highland and the School Town of Highland for the Utilization of School Resource Officer Program Services

WHEREAS, Indiana Code 36-1-7-1, et seq., allows local government entities to make the most efficient use of the powers by enabling them to mutually utilize services for the mutual benefit of each other; and

WHEREAS, The Incorporated Town of Highland and the School Town of Highland, Lake County, Indiana are municipal corporations empowered by the aforesaid Interlocal Cooperation Act, as amended, with authority to contract with each other on a basis of mutual advantage so as to better provide public services and facilities at a shared cost; and

WHEREAS, The Incorporated Town of Highland and the School Town of Highland desire to enter into a joint agreement pursuant to IC 36-1-7-1, et seq., to provide for the ability and flexibility to obtain for the Highland Students certain gang resistance training, a heightened law enforcement presence in the local public schools as well as other related services for the mutual benefit of the participating entities, and at a shared cost;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Highland, Lake County as follows:

Section 1. A joint agreement, a copy of which is attached and incorporated herein by reference, among and between the Incorporated Town of Highland and the School Town of Highland entered into by the Town of Highland by and through its Town Council, this 8th Day of August, 2006 is hereby authorized and approved in each and every respect.

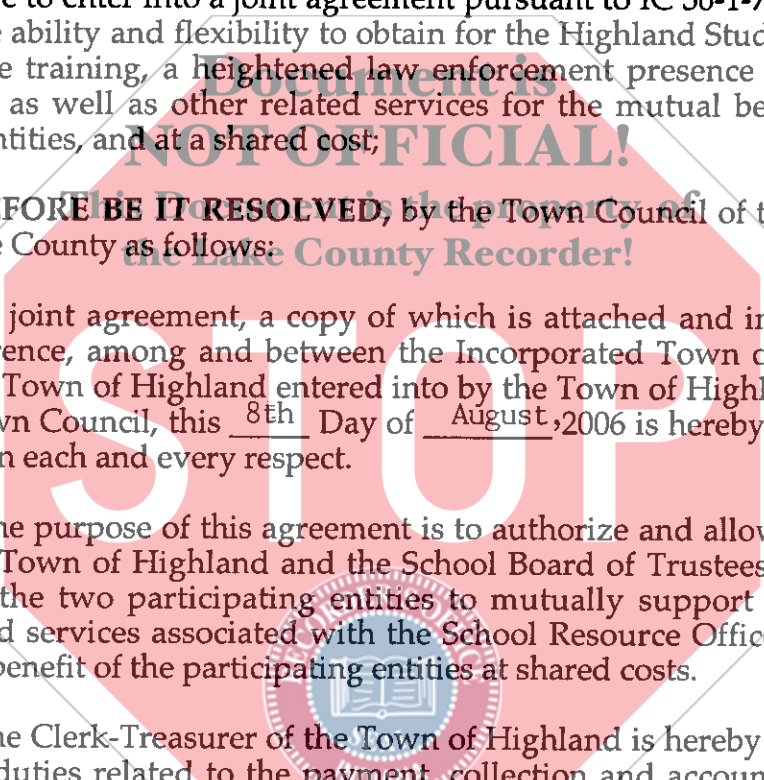
Section 2. The purpose of this agreement is to authorize and allow the Town Council of the Town of Highland and the School Board of Trustees to act as a joint board of the two participating entities to mutually support and utilize certain specified services associated with the School Resource Officer Program for the mutual benefit of the participating entities at shared costs.

Section 3. The Clerk-Treasurer of the Town of Highland is hereby authorized to execute the duties related to the payment, collection and accounting for all moneys of this joint undertaking, pursuant to the terms of this agreement, in a manner that is mutually acceptable with the duly constituted and acting fiscal officer of the School Town of Highland.

Section 4. The governing boards of the participating entities may be convened as a joint board, or may act as a joint board at separate meetings of the respective governing bodies of the participating entities in which the entities concur.

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MAGALLA TOWN
CLERK

STATE OF INDIANA
LAKE COUNTY
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Section 5. The governing boards of the participating entities may create a committee comprised of representatives from both participating entities or may designate a single individual from each of the participating entities, which may perform such administrative ministerial duties as the joint board may direct and the agreement may provide.

Section 6. The President of the Highland Town Council and the Clerk-Treasurer are hereby authorized to execute the joint Interlocal Governmental Agreement with their signatures and any additional documents in order to implement the agreement.

Section 7. This agreement shall be effective as indicated in and pursuant to its provisions, after the agreement has been authorized and approved by each of the participating entities, evidenced by passage and adoption of a similar Resolution all pursuant to I.C. 36-1-7-2.

Section 8. That upon its approval, this agreement repeals the agreements governing the school resource officer program, the first adopted January 17, 1997 and its succeeding agreement adopted October 25, 2004.

Section 9. That before this agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

Duly Adopted by the Town Council of the Town of Highland, Lake County, Indiana, this 24th day of July 2006. Having been passed by a vote of 4 in favor and 0 opposed.



TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA


Daniel Dernulc, Acting President (IC 36-5-2-10)

Attest:


Michael W. Griffin, IAMC/CMC/CPFA
Clerk-Treasurer (IC 33-16-4-1; IC 36-5-6-5)



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 services as presented in a School Resource Officer Job Description, a copy of which is on file with the Town and the School Town. Said job description may be amended from time to time by a written amendment to this Agreement signed by representatives of both parties.

2. In consideration of the same, the School Town agrees to pay for said services in accordance with the terms of this Agreement \$41,022.82 for a period of 180 days during the 2006/2007 school year. The basis for said compensation to the Town is presented at an exhibit to this agreement incorporated herein by reference. The School Town's compensation shall be paid in two (2) equal installments, the first being due on or before December 31, 2006 and the second payment being due on or before June 30, 2007.

3. The Clerk-Treasurer of the Town shall be authorized to execute the duties of receiving payments from the School Town as described in paragraph two (2) and of disbursing and accounting for all such monies in a manner consistent with the terms of this Agreement.

4. The School Resource Officer will be assigned on a full-time basis to the School Town the equivalent of up to one hundred eighty (180) days during the school year. The School Town will only be financially responsible for the equivalent number of days actually worked by the School Resource Officer.

5. The School Resource Officer will wear clothing that will easily identify him or her as a police officer.
6. 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. **A substitute may be assigned subject to mutual approval of the Police Chief and the School Superintendent.**
7. Lunch must be eaten in a School Town cafeteria unless prior arrangements have been made with the Superintendent/ designee.
8. 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.
9. 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.
10. 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 Chief of Police or designee.
11. 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.
12. 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.
13. 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.
14. 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 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 8th day of August 2006.

TOWN OF HIGHLAND

SCHOOL TOWN OF HIGHLAND

By: [Signature]
Daniel Dernulc, Acting President

By: [Signature]
Carol Green-Fraley, President

Attest: [Signature]
Michael W. Griffin, Clerk-Treasurer

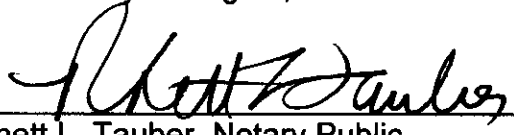
Attest: [Signature]
LuAnn Jurczak, Secretary



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared the **TOWN OF HIGHLAND, LAKE COUNTY, INDIANA**, by DANIEL DERNULC and MICHAEL W. GRIFFIN, its Acting President and Clerk-Treasurer, respectively, and acknowledged the execution of the above and foregoing Intergovernmental Agreement to be its voluntary act and deed for the uses and purposes expressed therein.

WITNESS MY HAND AND SEAL this 8th day of August, 2006.


Rhett L. Tauber, Notary Public

My Commission Expires: 10/15/06

County of Residence: Lake



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared the **SCHOOL TOWN OF HIGHLAND, LAKE COUNTY, INDIANA**, by **CAROL GREEN-FARLEY** and **LUANN JURCZAK**, its President and Secretary, respectively, and acknowledged the execution of the above and foregoing Intergovernmental Agreement to be its voluntary act and deed for the uses and purposes expressed therein.

WITNESS MY HAND AND SEAL this 8th day of August, 2006.


Rhett L. Tauber, Notary Public

My Commission Expires: 10/15/06

County of Residence: Lake



Prepared by: Rhett L. Tauber, Esq.
Tauber Westland & Jasaitis, P.C.
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