

1

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 057498

2016 AUG 24 AM 10:15

MICHAEL B. BROWN

RETURN TO: **RECORDER** RHETT L. TAUBER, ESQ.
TAUBER LAW OFFICES
1415 EAGLE RIDGE DRIVE
SCHERERVILLE, IN 46375

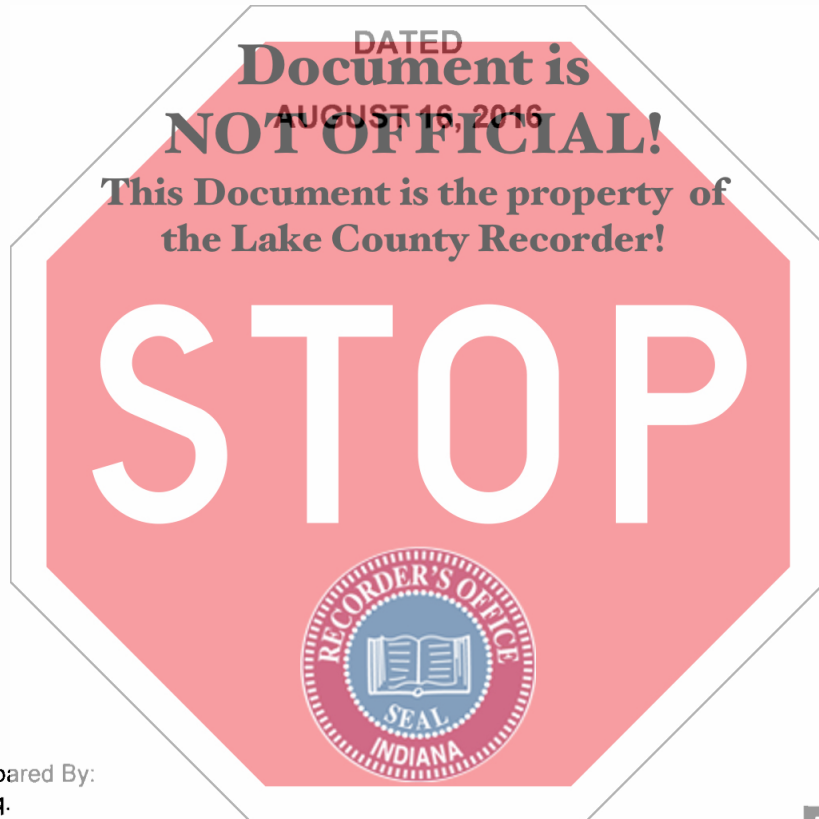
INTERGOVERNMENTAL AGREEMENT

BETWEEN

TOWN OF HIGHLAND

AND

SCHOOL TOWN OF HIGHLAND



This Instrument Prepared By:
Rhett L. Tauber, Esq.
Tauber Law Offices
1415 Eagle Ridge Drive
Scherville, IN 46375
(219) 865-6666

\$23
ck#
4057
[Signature]

FILED

AUG 23 2016

JOHN E. PETALAS
LAKE COUNTY AUDITOR

25433

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 and 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 the amount of **\$73,441.74 for a period of 180 days** during the **2016-2017** school year. The basis for said compensation to the Town is presented as an exhibit to this agreement incorporated herein by reference. The School Town's compensation shall be paid in two (2) equal installments, as follows:

- (A) the first being due on or before December 31, 2016;
- (B) the second payment being due on or before June 30, 2017.

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.

15. This Interlocal Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

16. 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.



Participant Counterpart

EFFECTIVE DATE. This agreement shall be effective after the same has been ratified by each of the participating entities by Ordinance or Resolution all pursuant to I.C.36-1-7-2.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

TOWN OF HIGHLAND, INDIANA
3333 Ridge Road, Highland, Indiana 46322

Through its Town Council

By:

Bernie Zemen, Town Council President

Attest:

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer

Participant Execution Date: July 25, 2016

Approved as to Legality and Form:

Rhett L. Tauber
Rhett L. Tauber, Attorney



Participant Counterpart

EFFECTIVE DATE. This agreement shall be effective after the same has been ratified by each of the participating entities by Ordinance or Resolution all pursuant to I.C. 36-1-7-2.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

SCHOOL TOWN OF HIGHLAND, INDIANA
9145 Kennedy Avenue, Highland, Indiana 46322

Through its Board of Trustees

By:

Luanne Jurczak
Luanne Jurczak, President

Attest:

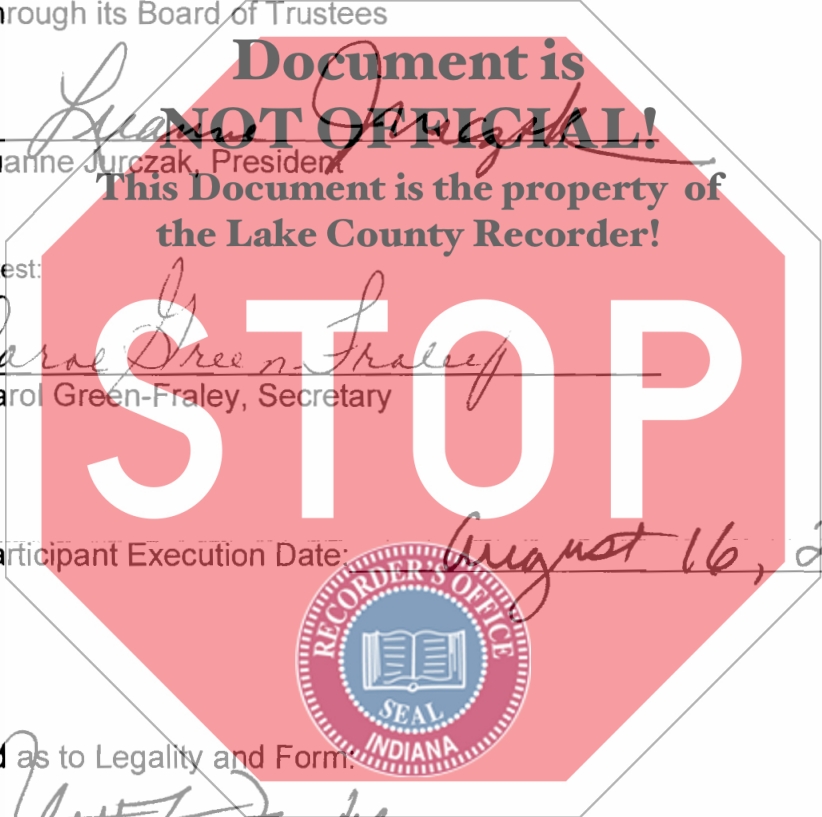
Carol Green-Fraley
Carol Green-Fraley, Secretary

Participant Execution Date:

August 16, 2016

Approved as to Legality and Form.

Rhett L. Tauber
Rhett L. Tauber, Attorney



**Assumed Cost for School Resource Officer
2016-2017
Exhibit**

Salary	2016	2017
Assigned officer's Sergeant base Salary	\$65,065.52	\$66,692.16 *
Assigned officer's longevity	\$2,620.80	\$2,662.40 #
One Time Pay Premium		
	67,686.32	69,354.56

Subtotal:

Benefits		
Medical Insurance (Family coverage)	\$19,344.96	\$21,279.46 **
Dental Insurance	\$1,507.92	\$1,507.92 **
Life Insurance (.158 per \$1000 of gross payroll, up to \$50k)	\$94.80	\$94.80
Dependent life insurance coverage (\$1.50/mo)	\$18.00	\$18.00
Medicare	\$981.45	\$1,005.64
Employer Contribution to PERF	\$13,376.41	\$11,936.89 ***
Workers Compensation Insurance (2.87/\$100 salary)	\$1,942.60	\$1,990.48
Law Enforcement Liability Insurance (no discrete premium)		
	Subtotal Benefits: \$37,266.14	\$37,833.18
	Grand Total: \$104,952.46	\$107,187.74

	2016	2017
Instruction Days: 180		
School Year Days: 260		
* Assumes an 2.5% increase	<i>Daily rate based upon 260 days</i>	
** Assumes a 10% increase	\$ 403.66	\$ 412.26
<i>School Compensation for 2016-2017 School Year:</i>		
FIRST SEMESTER: 2016 Days Students are in School = 89 based upon school calendar		
<i>Daily rate: = (\$104,952.46/260) = \$403.66</i>	Semester 1:	<u>\$ 35,926.03</u>
SECOND SEMESTER: 2017 Days Students are in School = 91		
<i>Daily rate: (\$107,187.74/260) = \$412.26</i>	Semester 2:	<u>\$ 37,515.71</u>
*** PERF Employer is 19.7% in 2016 but is 17.2% in 2017	School Total:	\$ 73,441.74
		\$ 36,720.87
1st Installment Due by December 31, 2016:		\$ 36,720.87
2nd Installment Due by June 30, 2017:		

Longevity changed in 2016 modified each year of service with 28 yrs and 29 in 2017