

TOWN OF ST. JOHN, LAKE COUNTY, INDIANA

RESOLUTION NO.: 13 - 08 - 08

A RESOLUTION AUTHORIZING AND APPROVING THE ENTRY INTO A JOINT INTERLOCAL COOPERATION AGREEMENT WITH THE TOWNS OF SCHERERVILLE AND DYER, INDIANA, AND THE LAKE CENTRAL SCHOOL CORPORATION, FOR THE EMPLOYMENT OF A SCHOOL RESOURCE OFFICER IN THE LAKE CENTRAL SCHOOL CORPORATION, AND SPECIFICALLY, IN THE LAKE CENTRAL HIGH SCHOOL FACILITY, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of St. John, Lake County, Indiana, has been awarded a COPS Grant for hiring and providing a Law Enforcement Officer, who is a retired Armed Forces Veteran, as a School Resource Officer, to be utilized in the Lake Central High School Public Educational facilities located within the Town of St. John operated by the Lake Central School Corporation and its Board of School Trustees; and

WHEREAS, the Town of St. John, Lake County, Indiana (hereinafter "**ST. JOHN**"), is a unit of local government located in Lake County, Indiana, and as such, is a municipal corporation empowered by the terms and provisions of Indiana Code §36-1-7, *et seq.*, as amended from time to time, to enter into agreements with participating governmental units so as to better provide public services to the residents of **ST. JOHN**; and

WHEREAS, the Town of Dyer, Lake County, Indiana (hereinafter "**DYER**"), and the Town of Schererville, Lake County, Indiana (hereinafter "**SCHERERVILLE**"), are also municipal corporations empowered by the terms and provisions of Indiana Code §36-1-7, *et seq.*, as amended from time to time, to enter into agreements with participating governmental units so as to better provide public services to the residents of **DYER** and **SCHERERVILLE**; and

WHEREAS, the Lake Central School Corporation (hereinafter "**LCSC**"), under the jurisdiction and acting by and through its duly elected and authorized Board of School Trustees, is likewise a municipal school corporation unit and entity duly organized and operating under the laws of the State of Indiana, with duly recognized responsibility for the public schools of the **LCSC**, including Lake Central High School and its facilities, within **ST. JOHN**; and

WHEREAS, the Parties hereto, as referenced above, are each empowered by the terms and provisions of Indiana Code §36-1-7, *et seq.*, as amended from time to time, to enter into agreements with participating governmental units so as to better provide public services to the residents and constituents served by each of said participating governmental units herein; and

WHEREAS, each of the participating Parties hereto, as a consequence of shared mutual concern and acknowledged responsibility for the safety of school age children in the **LCSC**, and specifically at Lake Central High School, located in **ST. JOHN**, have collectively discussed and agreed to undertake preparation and entry into this Joint Interlocal Cooperation Agreement to

provide for a shared School Resource Officer for the Lake Central High School, which is the High School facility for the high school aged students of the participating Town entities hereto for which the LCSC provides and oversees the public school education functions; and

WHEREAS, the Town Councils of each of **ST. JOHN, DYER, and SCHERERVILLE**, together with the **LCSC**, by and through the duly elected and authorized Board of School Trustees, now seek to enter into a Joint Interlocal Cooperation Agreement based upon the provisions and requirements of Indiana Code §36-1-7, *et seq.*, for the employment of a School Resource Officer in the Lake Central High School public educational facilities for continuous provision of a Public Safety employee in the Lake Central High School for the mutual benefit of each of the participating Towns whose school age children attend Lake Central High School, at shared costs; and

WHEREAS, each of the Parties hereto have determined that entry into a Joint Interlocal Cooperation Agreement between them for the mutual employment of a School Resource Officer in the Lake Central School Corporation, and specifically, in the Lake Central High School facility, is in the best interests of the residents and citizens of the participating units and School Corporation entity providing the public school education in the **LCSC**, and therefore, have determined that it is advisable to enter into such Joint Interlocal Cooperation Agreement pursuant to the applicable provisions of Indiana law.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: That the Town Council of the Town of St. John, Lake County, Indiana, shall take all appropriate and legal measures to enter into a Joint Interlocal Cooperation Agreement with **DYER, SCHERERVILLE, and LCSC** for the employment of a School Resource Officer in the Lake Central School Corporation, and specifically, in the Lake Central High School facility located in **ST. JOHN**, for the mutual benefit of the participating Towns and School Corporation entity, at shared costs, as set forth therein.

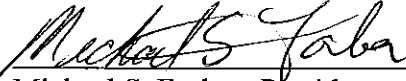
SECTION TWO: That the Town Council President is hereby authorized and permitted to execute and enter into a Joint Interlocal Cooperation Agreement, as referenced hereinabove, with the other participating Towns and **LCSC**, for mutual benefit, at shared costs, pursuant to the applicable provisions of Indiana Code §36-1-7, *et seq.*, as amended from time to time. Further, the Town Clerk-Treasurer is hereby authorized and directed to attest the execution of such Joint Interlocal Cooperation Agreement by the Town Council President.

SECTION THREE: That a copy of the Joint Interlocal Cooperation Agreement between **ST. JOHN** and the other participating Towns, as well as the **LCSC**, for the mutual benefit of the participating units, at shared costs, shall be attached to this Approval Authorization Resolution, and incorporated herein by reference.

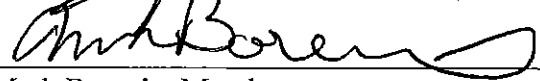
SECTION FOUR: That this Resolution shall take effect, and be in full force and effect, from and after its passage and approval by the Town Council of the Town of St. John, Lake County, Indiana, in conformance with applicable law.

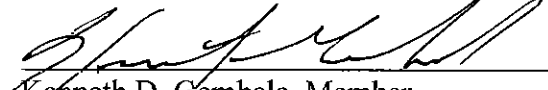
ALL OF WHICH IS PASSED AND RESOLVED THIS 8th DAY OF August,
2013, BY THE TOWN COUNCIL OF THE TOWN OF ST. JOHN, LAKE COUNTY,
INDIANA.

TOWN OF ST. JOHN, LAKE COUNTY,
INDIANA, TOWN COUNCIL


Michael S. Forbes, President



Larry Bustamante, Vice-President


Mark Barenie, Member


Kenneth D. Gembala, Member


Gregory J. Volk, Member

ATTEST:


Sherry P. Sury, IAMC, CMC
Clerk Treasurer

**JOINT INTERLOCAL COOPERATION AGREEMENT PERTAINING
TO THE EMPLOYMENT OF A SCHOOL RESOURCE OFFICER IN THE
LAKE CENTRAL SCHOOL CORPORATION'S SCHOOLS LOCATED IN
THE TOWNS OF ST. JOHN, DYER, AND SCHERERVILLE, ALL IN
LAKE COUNTY, INDIANA, AND ALL RELATED MATTERS.**

This JOINT INTERLOCAL COOPERATION AGREEMENT PERTAINING TO THE EMPLOYMENT OF A SCHOOL RESOURCE OFFICER IN THE LAKE CENTRAL SCHOOL CORPORATION'S SCHOOLS LOCATED IN THE TOWNS OF ST. JOHN, DYER, AND SCHERERVILLE, ALL IN LAKE COUNTY, INDIANA (hereafter referred to as the "AGREEMENT"), is made and entered into this 5th day of August, 2013, in accordance with Indiana Code 36-1-7, *et seq.*, as amended from time to time, by and between the following-named participating units of local government duly organized and operating as Municipal Corporations under the laws of the State of Indiana, each in Lake County, Indiana, so electing and agreeing to participate, namely, the TOWN OF ST. JOHN (hereafter referred to as "ST. JOHN"), the TOWN OF SCHERERVILLE (hereafter referred to as "SCHERERVILLE"), and the TOWN OF DYER (hereafter referred to as "DYER"), and hereinafter collectively referred to as the "TOWNS", with the LAKE CENTRAL SCHOOL CORPORATION, an Indiana School Corporation (hereafter "LCSC"), acting by and through its duly elected and authorized Board of School Trustees, and whereby the TOWNS and LCSC are hereinafter collectively referred to as the "PARTIES", as set forth hereafter:

RECITALS

WHEREAS, ST. JOHN is a unit of local government located in Lake County, Indiana, with jurisdiction over all real property and residents located within and inhabiting properties within the Municipal Corporate Boundaries of ST. JOHN; and

WHEREAS, SCHERERVILLE is a unit of local government located in Lake County, Indiana, with jurisdiction over all real property and residents located within and inhabiting properties within the Municipal Corporate Boundaries of SCHERERVILLE; and

WHEREAS, DYER is a unit of local government located in Lake County, Indiana, with jurisdiction over all real property and residents located within and inhabiting properties within the Municipal Corporate Boundaries of DYER; and

WHEREAS, the LCSC is an Indiana School Corporation duly organized and operating under the laws of the State of Indiana and with duly recognized responsibility for the public schools of the LCSC including those within ST. JOHN, SCHERERVILLE, and DYER;

WHEREAS, the PARTIES hereto are empowered by the terms and provisions of Indiana Code 36-1-7, *et seq.*, as amended from time to time, to enter into agreements with participating governmental units so as to better provide public services to the residents of such units; and

WHEREAS, the LCSC presently operates eleven (11) public school facilities on real property within St. John Township, Lake County, Indiana, all within the TOWNS, to provide

STATE OF INDIANA
LAKE COUNTY
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educational services to approximately ten thousand fifty-seven (10,057) students, ranging in age from approximately five (5) to nineteen (19) years old, including at Lake Central High School located in ST. JOHN, the public high school for high school students residing within the TOWNS; and

WHEREAS, due to recent events of violence occurring or reported within schools across the United States, including a recent threat of violence to a local Lake County elementary school, which was prevented by local law enforcement action, the LCSC and the TOWNS have collectively discussed and agreed to undertake preparation and entry into this AGREEMENT to provide for a shared School Resource Officer for Lake Central High School; and

WHEREAS, due to the recent events of violence occurring or reported within schools across the United States, including within the State of Indiana, the Indiana General Assembly has passed Senate Enrolled Act No. 1 which established the Indiana Secured School Fund in the amount of Ten Million and 00/100 Dollars (\$10,000,000.00), through which Indiana school corporations such as LCSC may obtain matching grants to establish and/or expand school safety through, among other things, an arrangement with local law enforcement agencies to provide a school resource officer; and

WHEREAS, the PARTIES agree that the TOWNS and LCSC collectively have the resources capable of providing a School Resource Officer for Lake Central High School; and

WHEREAS, ST. JOHN has already been awarded a Department of Justice COPS Grant for hiring and providing a law enforcement officer who is a retired armed forces veteran, and as a consequence is able to assign a School Resource Officer from its complement, to be utilized in Lake Central High School, following scheduling and coordination with the LCSC Board of School Trustees; and

WHEREAS, the LCSC, by and through its duly elected Board of School Trustees, and the TOWNS, by and through their duly elected Town Councils, have determined that they have a responsibility to provide for the safety of children attending all of the eleven (11) LCSC school facilities, and specifically for purposes of the AGREEMENT herein, at Lake Central High School, by taking appropriate action to provide services and resources to maintain the safe learning environment of the Lake Central High School; and

WHEREAS, the PARTIES further agree that it is in the best interests for the safety of the high school age children attending Lake Central High School that a School Resource Officer be employed and shared by the TOWNS and the LCSC; and

WHEREAS, as a consequence of the aforementioned Senate Enrolled Act No. 1 and as a response to the PARTIES hereto acknowledging a responsibility to provide for safe school environments for all children attending LCSC school facilities, and specifically for purposes of this Agreement, the Lake Central High School, representatives of a combination of SCHERERVILLE, ST. JOHN, DYER and/or the LCSC Board have evaluated said circumstances and undertaken an assessment to review and implement funding of a School Resource Officer position, notwithstanding resources potentially available under the Indiana

Secured School Fund concerning same, so that the Lake Central High School has the resources necessary to maintain a shared School Resource Officer for said Lake Central High School; and

WHEREAS, all or a combination of SCHERERVILLE, ST. JOHN, DYER, by and through public meeting action approval of their respective Town Councils, as the legislative bodies of each, public meeting action of the LCSC Board of School Trustees, as the legislative body of the LCSC, having been duly advised, now agree that the provisions of Indiana Code 36-1-7, *et seq.*, as amended, permit local governmental units and school corporations to make the most efficient use of their powers by enabling governmental units to mutually contract for the mutual benefit of the participating governmental entities, school corporations, and others, as in this circumstance.

COVENANTS

NOW, THEREFORE, SCHERERVILLE, ST. JOHN and DYER (or any combination of one (1) or more of said governmental units electing to participate), and each of them, along with the LCSC, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

SECTION 1: Purpose.

The purpose of this AGREEMENT is to set forth and establish the responsibilities and obligations of SCHERERVILLE, ST. JOHN and DYER, with the LCSC, to assure the funding of and hiring of a shared School Resource Officer for Lake Central High School, and continuing support by the TOWNS hereafter for the costs associated for maintaining said School Resource Officer, for a term of no less than five (5) years, regardless of the funding action of the Indiana General Assembly provided by Senate Enrolled Act No. 1 concerning said programs.

SECTION 2. Annual Financial Support/Contribution.

A. ST. JOHN, SCHERERVILLE, and DYER all contain public school facilities operated by the LCSC, that currently provide primary and secondary education to approximately ten thousand fifty-seven (10,057) school age students. The high school age students of the LCSC from the TOWNS attend the only high school of the LCSC, Lake Central High School, which is located in ST. JOHN. The PARTIES mutually agree and recognize that due to these circumstances, the PARTIES have a mutual responsibility to ensure the high school age students of the TOWNS attending the Lake Central High School are safe and secure so as to promote and facilitate the educational function of Lake Central High School.

B. In order to be entitled to the benefits of this AGREEMENT, as well as to ratify commitment to the intended long term existence of cost sharing for a School Resource Officer for Lake Central High School, LCSC, ST. JOHN, SCHERERVILLE and DYER each agree hereafter to process, approve, pay and deliver its annual cash contribution to ST. JOHN on or before January 1st of each year commencing January 1, 2015. The amount of annual contribution at the time of this AGREEMENT is Twenty Thousand and 00/100 Dollars (\$20,000.00) per year by each participating Party. The annual amount shall be agreed upon by a majority, or more, of

the participating PARTIES to this AGREEMENT. Further, the benefits of this AGREEMENT shall be further governed by the administrative provisions implemented and managed by ST. JOHN, as provided for in SECTION 4 hereinafter.

C. In the event that a participating governmental party is not current on its agreed annual contributions, said governmental unit party will not be authorized or permitted to enter into this AGREEMENT, or participate in the benefits set out herein. In the event that a participating governmental unit party fails, refuses or declines to process, approve, pay and deliver its annual cash contribution to ST. JOHN on or before January 1st of any year commencing January 1, 2015, with such non-payment not being cured with payment on or before March 1st of such year, such participating governmental unit party shall be deemed to have withdrawn from participation as governmental sponsor of this AGREEMENT providing for a shared School Resource Officer for Lake Central High School and shall further be deemed by such actions or non-actions as to waive any benefits provided to that governmental unit under this AGREEMENT, and shall be deemed to have released all remaining parties hereto from any claims, including release to any claims of entitlement for receipt of pro-rata participation share of any additional grants or other State and Federal funding inclusive of providing for a shared School Resource Officer(s). Thereafter, the remaining parties hereto shall meet to determine the financial feasibility of continuing the shared School Resource Officer program under this AGREEMENT which may result in termination of the same.

SECTION 3: State Legislative Action & Future Funding Potential.

A. Due to the enactment of Senate Enrolled Act No. 1 as described above and the potential for adoption of other similar and like laws, with or without funding provided, the PARTIES recognize that additional funding sources and/or requirements for School Resource Officer programs may be adopted and made effective by the Indiana General Assembly during the term of this AGREEMENT. Regardless of any such alternative funding or additional requirements for such a program, the TOWNS hereto agree that they will continue to support this AGREEMENT while the PARTIES contemporaneously seek additional funds and/or State assistance for the School Resource Officer program contemplated hereunder.

B. The PARTIES agree that in the event that additional funds are available, applied for and obtained by any of the PARTIES from the State or other governmental funding sources, including the United States Department of Justice COPS Grant, for the School Resource Officer program specific to Lake Central High School, that same shall be used i) to expand upon or ii) to off-set the amount of the PARTIES' collective annual contribution for, the shared School Resource Officer Program that is the basis for this AGREEMENT. The PARTIES agree that to the extent possible, any application and/or submission for such additional funding by either the TOWNS or LCSC shall be made jointly and identify the name of all PARTIES hereto as the submitting party and/or applicant.

C. The PARTIES agree to mutually appoint a representative from each TOWN and a representative from LCSC to discuss and effectuate any and all necessary changes to this AGREEMENT in the event of additional statutory requirements mandated by the Indiana General Assembly for such programs. When possible, any and all changes required by applicable law to the program should be made in a form and manner consistent with the purpose of this AGREEMENT.

SECTION 4. Administration and Authority Delegation.

This AGREEMENT shall be administered by ST. JOHN, by and through the St. John Police Department, as the sole administrator of the scheduling and coordination of the School Resource Officer contemplated to be provided to Lake Central High School by this AGREEMENT.

A. The Chief of the St. John Police Department, in conjunction with the Superintendent of LCSC, shall determine which St. John Police Officer will be assigned as a School Resource Officer to Lake Central High School hereunder with the understanding that any assigned Officer will have completed or is in the process of undergoing training/instruction regarding skills, tactics and strategies necessary to address the special nature of a secondary school environment. After discussion of concerns by the LCSC Superintendent and the Chief of the St. John Police Department, ST. JOHN will promptly reassign, substitute or replace any School Resource Officer who is unacceptable to LCSC and the Chief of the St. John Police Department.

B. Under all circumstances, ST. JOHN shall coordinate scheduling and duty responsibilities with designated administrative personnel of LCSC, consistent and within the St. John Police Department School Resource Officer job description and the following parameters:

- i. Create positive rapport with all students and promote a safe and orderly school environment.
- ii. Complete training as deemed appropriate by the LCSC Superintendent for the school environment including but not limited to working with students with Asperger's syndrome and autism, confidentiality requirements under the Family Educational Rights and Privacy Act (FERPA), contents of student codes of conduct and other school rules, and familiarity with school safety plans, and any other training required by law for a school resource officer.
- iii. Meet regularly with central office and/or Lake Central High School administrators to discuss concerns and initiatives.
- iv. Assist and support LCSC personnel in enforcing the student code of conduct and other school rules in order to maintain a safe learning environment.
- v. At the request of and under the direction of a LCSC administrator, assist in detecting and addressing instances of bullying, intimidation, harassment and other types of threats to student safety

vi. At the request of and under the direction of a school administrator, provide security, expertise, or protection, assist in an investigation of student conduct including a search of school or student property.

vii. When a situation involves prevention of a potential disruption that would, if ignored, place students, faculty and staff at risk of harm, resolve the problem to preserve the school climate and promptly report the situation to the Lake Central High School administration. In all other instances, disciplining students is the responsibility of the Lake Central High School administration and other LCSC employees with the School Resource Officer escorting students to appropriate school administration for investigation and discipline.

viii. Assist the LCSC administration and Lake Central High School, principals, faculty and other school staff in developing plans and strategies to prevent and/or minimize situations which may present safety or danger concerns on school grounds and in implementing emergency preparedness.

ix. Present topics to students on various law enforcement or safety issues such as alcohol and drug abuse prevention, gangs, conflict resolution, motor vehicle safety, and personal safety and security including through social media, as approved by the Lake Central High School principal.

x. At the request of LCSC administration, provide counseling for students, parents and/or school staff to reduce the possibility of criminal activity and/or violence.

xi. Contact the Lake Central High School principal about juvenile delinquency, incidents, charges and arrests involving students in a timely manner

C. The School Resource Officer(s) shall remain an employee of ST. JOHN which shall be solely responsible for payment of all Federal, State and local taxes, worker's compensation coverage, salary, social security payments, and compensation of every kind and nature for and to its employees assigned as a School Resource Officer hereunder. In no event shall any School Resource Officer assigned hereunder be considered an employee of LCSC and none of the benefits provided by LCSC to its employees, including, but not limited to, worker's compensation insurance, disability insurance, and health insurance shall be provided by LCSC to any of them.

D. ST. JOHN shall indemnify, defend, protect, and hold LCSC harmless from any liability, claim, demand, damages, losses, judgment, and costs (including reasonable attorneys' fees) arising out of or in conjunction with the willful misconduct of its employee(s) assigned as a School Resource Officer hereunder. ST. JOHN shall indemnify, defend, and hold LCSC harmless from and against any claim or demand made against LCSC by a ST. JOHN employee assigned as a School Resource Officer hereunder for personal injury or property damage arising from such School Resource Officer's presence on school grounds provided the same is not the result of LCSC's willful misconduct. Nothing contained in this Section 5(D), or in any other provision of this AGREEMENT, is intended to constitute nor shall constitute a waiver of the defenses available to LCSC under the Indiana Tort Claims Act, with respect to claims by third parties.

E. The assigned School Resource Officer(s) will follow the Chain of Command and General Orders as established by the ST. JOHN Police Department and all applicable LCSC policies.

F. The Town Manager, Chief of Police and Clerk-Treasurer of ST. JOHN shall account for the terms of this AGREEMENT to all PARTIES participating in same. The powers to be exercised hereunder shall be those powers granted by Indiana Code §36-1-7-2, as amended from time to time, but only to the extent necessary for the purpose and completion of the terms of this AGREEMENT, and no other.

SECTION 5. Assignment of Rights.

No party hereto shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this AGREEMENT to any other entity.

SECTION 6. Amendments.

The terms of this AGREEMENT may not be amended, supplemented, waived or modified without prior written approval of all PARTIES.

SECTION 7. Notice.

All notices required to be given under this AGREEMENT shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage pre-paid, or hand-delivered to the following:

SCHERERVILLE

Town of Schererville
10 E. Joliet Street
Schererville, IN 46375

Attn: Town Council President
Town Clerk-Treasurer &
Town Attorney

DYER

Town of Dyer
One Town Square
Dyer, IN 46311

Attn: Town Council President
Town Clerk-Treasurer &
Town Attorney

ST. JOHN

Town of St. John
10955 W. 93rd Avenue
St. John, Indiana 46373

Attn: Town Council President
Town Clerk-Treasurer &
Town Attorney

LCSC

Lake Central School Corporation
8260 Wicker Avenue
St. John, IN 46373

Attn: Superintendent
School Attorney

SECTION 8: Material Dispute.

The PARTIES agree that the duly authorized representatives of the Town Councils of ST. JOHN, SCHERERVILLE and DYER, and the LCSC Board of School Trustees, shall meet for resolution purposes if any dispute arises. Thereafter, if any dispute is unable to be resolved, the PARTIES agree that such dispute will be governed by the Laws of the State of Indiana, in a Court of competent jurisdiction. The PARTIES hereto agree that each shall be responsible for its own attorneys' fees, absent any applicable provisions of law to the contrary.

SECTION 9: Entity Authorization.

The undersigned person or persons executing this AGREEMENT on behalf of ST. JOHN, SCHERERVILLE, DYER, and LCSC represent and certify that they are duly elected or appointed officers or representatives of the respective entity, and are fully empowered to execute and deliver this AGREEMENT, and that all necessary action for the making of this AGREEMENT has been taken and done.

SECTION 10: Public Meeting Action.

It is expressly acknowledged and stated that this AGREEMENT is executed and entered into by ST. JOHN, SCHERERVILLE, DYER, and LCSC after action at duly noticed Public Meetings of the following:

- A. Town Council of the Town of St. John, Lake County, Indiana, a Municipal Corporation, on the 2nd day of August, 2013, wherein by a vote of 5 in favor and 0 against, the Members of the Town Council and Clerk-Treasurer, respectively, were directed to execute and attest same, and deliver the AGREEMENT herein.
- B. Town Council of the Town of Schererville, Lake County, Indiana, a Municipal Corporation, on the 14th day of August, 2013, wherein by a vote of 5 in favor and 0 against, the Members of the Town Council and Clerk-Treasurer, respectively, were directed to execute and attest same, and deliver the AGREEMENT herein.
- C. Town Council of the Town of Dyer, Lake County, Indiana, a Municipal Corporation, on the 12th day of August, 2013, wherein by a vote of 4 in favor and 1 against, the Members of the Town Council and Clerk-Treasurer, respectively, were directed to execute and attest same, and deliver the AGREEMENT herein.
- D. Board of School Trustees of the Lake Central School Corporation, an Indiana School Corporation, on the 5th day of August, 2013, wherein by a vote of 4 in favor and 1 ~~against~~, the President and Secretary of the Board of School Trustees, and Superintendent, respectively, were directed to execute and attest same, and deliver the AGREEMENT herein.

SECTION 11: Captions.

The captions and section designations herein set forth are for convenience only, and shall have no other substantive meaning.

SECTION 12: Severability.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by any Court of competent jurisdiction, such holding(s) shall not affect the remaining portions of this AGREEMENT, and the same shall remain in full force and effect.

SECTION 13: Entirety of Agreement.

This AGREEMENT represents the entire understanding between the PARTIES and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this AGREEMENT. This AGREEMENT shall inure to the benefit of, and shall be binding upon the PARTIES, and their respective assignees and successors in interest.

SECTION 14: Counterparts.

This 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 (1) and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

SECTION 15: Recording.

Before this AGREEMENT takes effect, it must be recorded in the Office of the Lake County Recorder. After recording but in no event later than sixty (60) days after it takes effect, the AGREEMENT must be filed with the Office of the Indiana State Board of Accounts for audit purposes, all pursuant to the provisions of Indiana Code §36-1-7-6.

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PARTICIPANT COUNTERPART

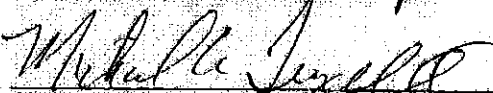
Effective Date. This AGREEMENT shall take effect, and be in full force and effect after the same has been approved by each of the participating entities by Ordinance or Resolution, all pursuant to the applicable provisions of Indiana Code §36-1-7-2.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed in their names and on their behalf in their representative capacities on the 14 day of AUGUST, 2013.

TOWN OF SCHERERVILLE,
LAKE COUNTY, INDIANA,
a Municipal Corporation



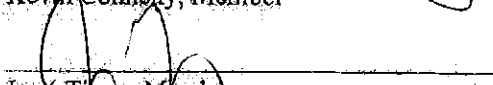
Rob Guetzloff, Town Council President



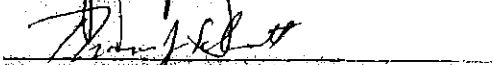
Michael A. Troxell, Vice-President



Kevin Connelly, Member

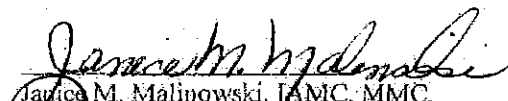


Jerry Tippy, Member



Thomas J. Schmitt, Member

ATTEST:

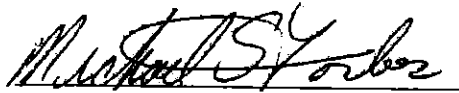

Janice M. Malinowski, IAMC, MMC,
Clerk-Treasurer

PARTICIPANT COUNTERPART

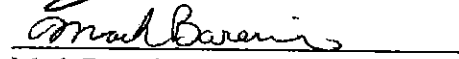
Effective Date. This AGREEMENT shall take effect, and be in full force and effect after the same has been approved by each of the participating entities by Ordinance or Resolution, all pursuant to the applicable provisions of Indiana Code §36-1-7-2.


IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed in their names and on their behalf in their representative capacities on the 8th day of AUGUST, 2013.

**TOWN OF ST. JOHN,
LAKE COUNTY, INDIANA,
a Municipal Corporation**


Michael S. Forbes, President

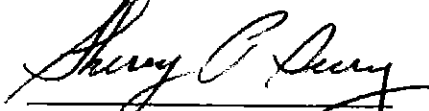

Larry Bustamante, Vice-President


Mark Barenie, Member


Kenneth D. Gembala, Member


Gregory J. Volk, Member

ATTEST

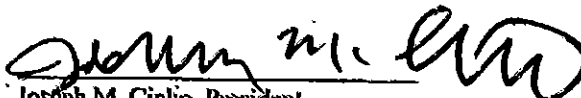

Sherry F. Sury, IAMC, CMC,
Clerk-Treasurer

PARTICIPANT COUNTERPART

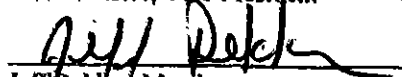
Effective Date. This AGREEMENT shall take effect, and be in full force and effect after the same has been approved by each of the participating entities by Ordinance or Resolution, all pursuant to the applicable provisions of Indiana Code §36-1-7-2.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed in their names and on their behalf in their representative capacities on the 12th day of September, 2013.

TOWN OF DYER,
LAKE COUNTY, INDIANA,
a Municipal Corporation


Joseph M. Cinko, President



Debbie Astor, Vice-President


Jeff Dekker, Member

Mary Tanis, Member


Connee K. Trepton, Member

ATTEST:

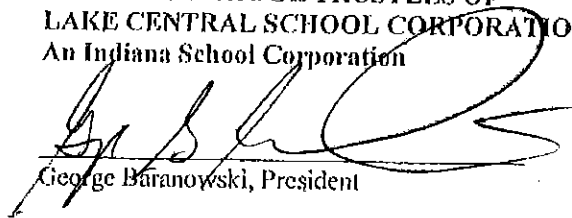

Patricia J. Hawrot,
Clerk-Treasurer

PARTICIPANT COUNTERPART

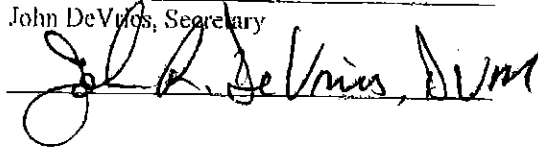
Effective Date. This AGREEMENT shall take effect, and be in full force and effect after the same has been approved by each of the participating entities by Ordinance or Resolution, all pursuant to the applicable provisions of Indiana Code §36-1-7-2.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed in their names and on their behalf in their representative capacities on the 5TH day of AUGUST, 2013.

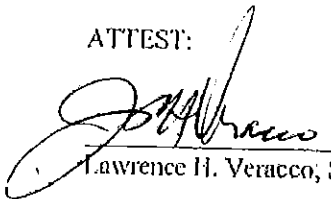
BOARD OF SCHOOL TRUSTEES OF
LAKE CENTRAL SCHOOL CORPORATION,
An Indiana School Corporation


George Baranowski, President

John DeVries, Secretary


John DeVries, Secretary

ATTEST:


Lawrence H. Veracco, Superintendent