

**REGULAR MEETING
BOARD OF SCHOOL TRUSTEES
Plainfield Community School Corporation
May 31, 2019
10:00 A.M.**

AGENDA

- I. CALL TO ORDER**
- II. PRESIDENT'S PREROGATIVE AND CORRESPONDENCE**
 - A. Welcome Guests
 - B. Pledge of Allegiance
- III. PATRON'S INPUT ON AGENDA ITEMS**
- IV. NEW BUSINESS**
 - A. Youth Assistance Interlocal Agreement
- V. BOARD DISCUSSION**

**INTERLOCAL AGREEMENT BY AND AMONG HENDRICKS COUNTY,
INDIANA, TOWN OF PLAINFIELD, INDIANA AND PLAINFIELD
COMMUNITY SCHOOL CORPORATION REGARDING FUNDING AND
ADMINISTRATION OF YOUTH ASSISTANCE PROGRAM**

RECITALS:

WHEREAS, the County of Hendricks ("County"), Town of Plainfield ("Town") and Plainfield Community School Corporation ("School") each has passed a Resolution to create a Youth Assistance Program (sometimes referred to herein as the "Program") pursuant to I.C. § 31-32-3-11, in order to aid "at-risk" youths and families in their communities that are in need of assistance to prevent the youths from becoming part of the juvenile and criminal justice systems; and

WHEREAS, the Program offers voluntary and preventative services and programs to "at-risk" children, as defined by I.C. § 31-9-2-9.9, to maintain them in school, help them lead a productive life, and reduce the incidences of delinquencies, status offences and neglect within the communities; and

WHEREAS, I.C. § 36-1-7-1 et seq. permits Interlocal Agreements by and among governmental entities; and

WHEREAS, County, Town and School are governmental entities located within Hendricks County.

THEREFORE, County, Town, and School, by the undersigned and in consideration of the foregoing conditions and other valuable consideration, the receipt of which is hereby acknowledged, AGREE to the following funding, administration and general provisions regarding the operation of the Youth Assistance Program.

- B. Selection of Director and Case Worker. Each Director and Case Worker shall be appointed and operate under the direction of the Hendricks County Juvenile Court Judge pursuant to IC § 31-9-2-43.2, with direct supervision of the Case Worker provided by the Director of the Youth Assistance Program.
- C. Policies. As a Court employee, the Director/Case Worker shall agree to abide by all policies stated in the County Employee Handbook and agrees to cooperate in executing all necessary documents to effectuate his/her employment with the County.
- D. Annual Report. The Director of the Program shall provide the County, Town and School with an annual report, to be presented at regular meetings of the County Council, Town Council and Plainfield Community School Corporation Board of Trustees no later than February for the prior calendar year.

6. County Administration of Contributions. The contributions from the Town and School and any and all other contributions for the Program shall be deposited in a special line item established for the sole and exclusive purpose of providing funding for the Program. The Hendricks County Treasurer shall have the duty to receive, disburse, and account for all monies related to this Agreement. This Agreement shall be approved by the fiscal bodies of the School, the Town, the County and the County Commissioners.

A. Continued Funding. Additional funding by the Town and School shall be determined by the Town and School annually as determined by their respective council and board. The Town and School shall notify the County Auditor, in writing, on or before October 1

of members of the Board of Directors from time to time; and to appoint or remove members of the Board of Directors.

- c. The Joint Board shall have the power to create non-profit corporations for the purposes of administering the Program; raising funds from public or private sources, grants, donations, and other sources for the purpose of funding the Program; or for any other legitimate purpose related to the Program.
- d. The Joint Board shall have the power to resolve disputes regarding this Agreement. Upon the Joint Board's failure to resolve any disputes, the respective executive officers of each Party to the Agreement, or their designees shall resolve the dispute.

D. Joint Property. There will be no jointly held property under the Agreement.

E. No Third Party Rights. The Parties agree that the Agreement is not intended to create and does not create any rights in or benefits to any third party.

F. Reading and Filing. This Agreement shall be recorded in the office of the Recorder of Hendricks County, Indiana and shall be filed with the State Board of Accounts of the State of Indiana not later than sixty (60) days after its Effective Date.

G. Notice. Any notice of submittals specified by the Agreement shall be made as follows:

To County: Hendricks County
 c/o Gregory Earl Steuerwald
 106 North Washington Street
 Danville, IN 46122

O. Municipal Contract Provisions. This Agreement incorporates all provisions required to be included in municipal contracts under the laws of the State of Indiana.

P. Additional Actions and Documents. Each of the Parties hereto agrees to take or cause to be taken such further actions to pass, execute, acknowledge, deliver and file or cause to be passed, executed, acknowledged, delivered and filed, such further documents and instruments and to use their best efforts to obtain such consent, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

Q. Authority and Binding Obligations. Each Party represents to the other Party: (1) the Party has all requisite power and authority to carry out the obligations set forth in this Agreement; (2) the Party has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement and (3) this Agreement has been duly entered into and delivered and constitutes a valid and binding obligation of the Parties and is enforceable in accordance with its terms and the Parties are estopped from making claims based upon the enforceability of this Agreement.