

**AGENDA OF THE
BOARD OF PUBLIC WORKS AND SAFETY
City of Angola, Indiana
210 N Public Square**

Monday, December 16, 2024 – 6:45 p.m.

CALL TO ORDER BY CHAIR MARTIN

1. Member roll call by Clerk-Treasurer Herbert.

Martin _____ Olson _____ McDermid _____

2. Request approval of the December 2 minutes. (attachment)

ORDER OF BUSINESS

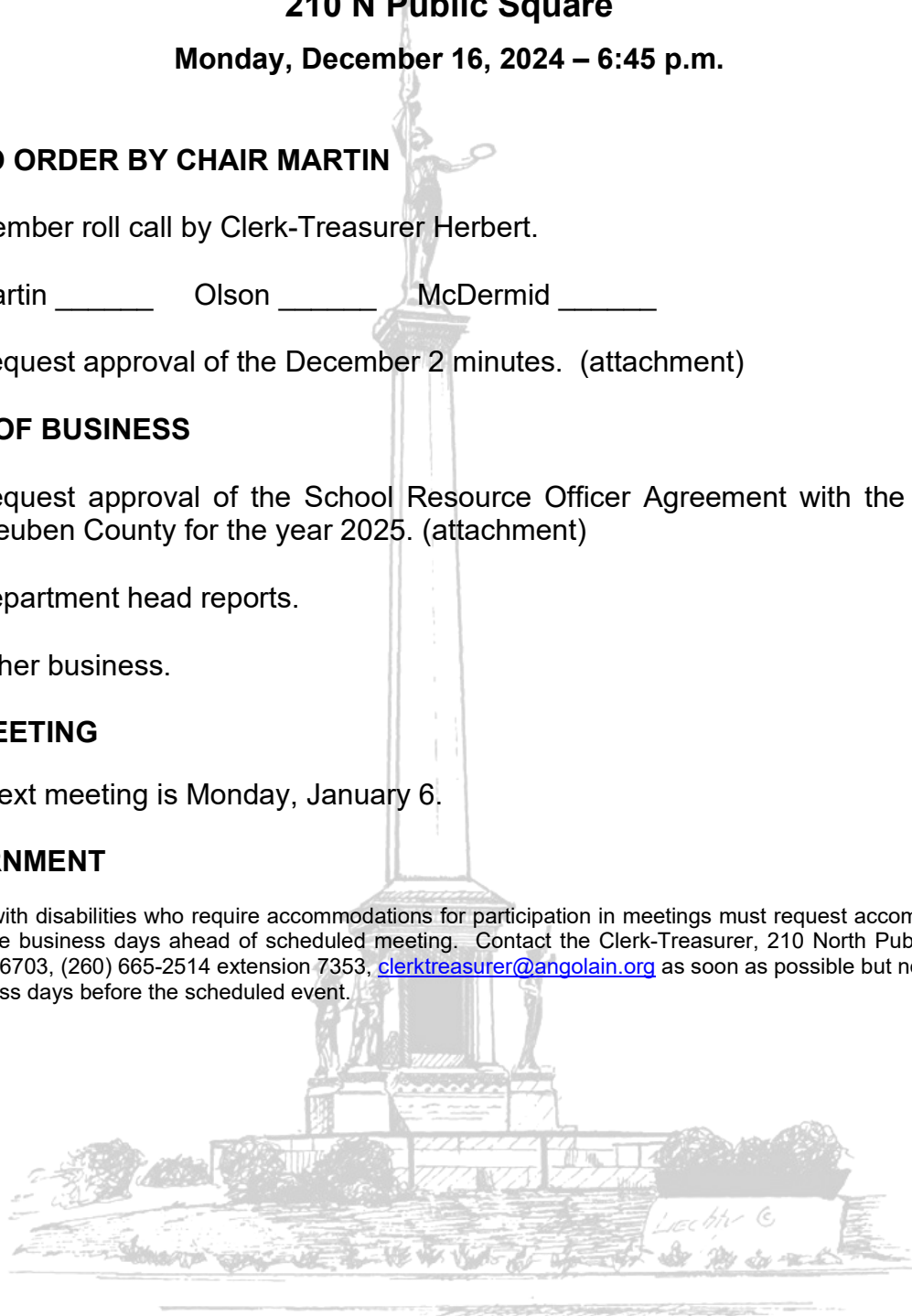
1. Request approval of the School Resource Officer Agreement with the MSD of Steuben County for the year 2025. (attachment)
2. Department head reports.
3. Other business.

NEXT MEETING

The next meeting is Monday, January 6.

ADJOURNMENT

Individuals with disabilities who require accommodations for participation in meetings must request accommodations at least three business days ahead of scheduled meeting. Contact the Clerk-Treasurer, 210 North Public Square, Angola, IN 46703, (260) 665-2514 extension 7353, clerktreasurer@angolain.org as soon as possible but no later than three business days before the scheduled event.



DECEMBER 2, 2024

The regular meeting of the Board of Public Works and Safety of the City of Angola, Indiana was called to order by Chair David B. Martin at 6:45 p.m. City Hall, 210 N Public Square. Members David B. Martin, David A. Olson, and Jerold D. McDermid answered roll call. No member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, City Engineer Amanda Cope, Economic Development and Planning Director Retha Hicks, Police Chief Ken Whitmire, Water Superintendent Tom Selman, and Assistant Wastewater Superintendent Cory Ritter.

Also present were Lisa Roe, Ken Wilson, Jessie Lestinsky, and Angola Common Council Members Randy Coffey, Jennifer Sharkey, David Roe.

APPROVAL OF MINUTES

Member McDermid moved to approve the November 4, 2024 minutes. Member Olson seconded the motion. The motion carried 3-0.

ORDER OF BUSINESS

Member McDermid moved to approve the dissolution of Storm Easement #2 at 400 Terrace Blvd. Member Olson seconded the motion. The motion carried 3-0.

Member McDermid moved to approve the Storm Easement at 400 Terrace Blvd. Member Olson seconded the motion. The motion carried 3-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:48 p.m.

David B. Martin, Chair

Attest:

Ryan P. Herbert, Clerk-Treasurer

SCHOOL RESOURCE OFFICER AGREEMENT

THIS SCHOOL RESOURCE OFFICER AGREEMENT ("Agreement") by and between the Metropolitan School District of Steuben County by the Board of School Trustees (**MSD**) and The City of Angola, Indiana by the Angola Board of Public Works and Safety (**BOW**) and approval of same is shown by the signatures of MSD Superintendent Widenhoefer; Mayor Martin of Angola; and Chief of the Angola Police Department Chief Whitmire. It is subject to the following terms, provisions and conditions:

- a. This agreement shall be effective upon approval by the MSD Board of Trustees.
- b. BOW agrees to provide one (1) School Resource Officer ("SRO") to MSD, along with all necessary vehicles, supplies, and equipment and MSD agrees to reimburse the City of Angola for the salary of the SRO as agreed upon annually.
- c. MSD, and BOW desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SRO.

NOW, THEREFORE, in mutual consideration of the promises contained herein, the parties agree as follows:

1. **Employment and Assignment of a School Resource Officer.**
 - a. BOW agrees to assign one Angola Police Officer as an SRO during the term of this Agreement. The SRO shall be an employee of the Angola Police Department and shall be subject to the administration, supervision, and control of the Angola Police Department, except as such administration, supervision, and control is subject to the terms and conditions of this Agreement. The SRO will not be an employee of MSD.
 - b. BOW (through appropriate channels of Common Council) agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the Angola Police Department. The SRO's salary and benefits include, but are not necessarily limited to, the employer's share of all wages, sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SRO shall be subject to all other personnel policies and practices of the Angola Police Department except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
 - c. The BOW and the Angola Police Department (as set forth in the law) in their sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.

- d. Although the BOW (together with the Angola Police Department) has the ultimate authority to assign the SRO, the BOW and Angola Police Department will allow MSD to participate in the assignment process and have input on the ultimate assignment decision.
- e. The BOW (together with the Angola Police Department) shall assign (1) SRO to MSD.
- f. MSD shall pay the City of Angola \$60,000 for 185 days as follows:
 - 1. The City of Angola shall bill MSDSC on a monthly basis the sum of \$6,666.66 for 8 months and 1 month to be billed at \$6,666.72. The total cost not to exceed \$60,000.
- g. The BOW (together with the Angola Police Department) shall be responsible for providing the SRO with a vehicle and all necessary supplies and equipment as issued to police officers assigned to patrol division.
- h. In the event an SRO is absent from work, the SRO shall notify both his or her supervisor and the Principals, or the Principals' designee, of the schools to which the SRO is assigned.

2. **Duty Hours.**

- a. The SRO shall report for duty at MSD on each day in which school is in session. When school is not in session, the SRO shall report to work as directed by the Angola Police Department.
- b. The MSD shall notify the Angola Police Department and the SRO in advance of the days on which school is scheduled to be in session. The MSD shall notify the Angola Police Department and the SRO of any modifications in the school calendar within a reasonable time.
- c. The SRO shall be on duty at MSD for eight (8) hours each school day unless a different agreement is reached between the Angola Police Department and the MSD Superintendent. The School Principal, or the Principal's designee, will determine the start time and end time of the SRO's shift.
- d. It is understood and agreed that the time spent by the SRO attending juvenile and/or criminal cases arising from and/or out of the SRO's assignment as an SRO shall be considered hours worked under this Agreement.
- e. The SRO is encouraged to schedule any vacations on days when the MSD is not in session, unless the MSD and the Angola Police Department reach a different agreement.

- f. In the event of an emergency, the SRO may be required to leave the SRO's school duty station during normal duty hours to perform other services for the Angola Police Department. The SRO will return to his or her school duty station as soon as possible.
 - g. The SRO and the Angola Police Department shall notify the MSD in advance of the days on which the SRO must attend mandatory training for the Angola Police Department
3. **Basic Qualifications of School Resource Officers.** To be an SRO, an officer must first meet all the following basic qualifications:
- a. Possess a sufficient knowledge of the applicable federal and state laws, city and county ordinances. The principal of the school may also provide board of education policies and regulations to the SRO for his or her knowledge to assist the SRO in performing the SRO duties.
 - b. Shall be capable of conducting in-depth criminal investigations.
 - c. Shall possess even temperament and serve as an example of honesty, integrity, and good citizenship for the students.
 - d. Shall possess communication skills which enable the officer to function effectively within the school environment.
4. **Duties of School Resource Officers.**
- a. Protect the lives and property of the citizens and public-school students of the MSD.
 - b. To enforce state, and local criminal laws and ordinances, and to assist school officials with the enforcement of board of education policies and administrative regulations regarding student conduct.
 - c. To investigate criminal activity committed on or adjacent to school property.
 - d. To answer questions that students may have about Indiana criminal or juvenile laws.
 - e. To assist other law enforcement officers with outside investigations concerning students attending the MSD to which the SRO is assigned.
 - f. To assist with traffic control during the arrival and departure of students.
 - g. To assist school personnel in collecting information, interviewing students, and assisting in search situations on campus as authorized by federal and state law, and the Angola Police Department policies and procedures.

- h. To provide concise data (including arrest data etc.) to the MSD for purposes of grant writing and/or reporting.
5. **Chain of Command.**
- a. As employees of the Angola Police Department, the SRO shall follow the chain of command as set forth in the Angola Police Department policies and procedures manual.
 - b. The SRO shall coordinate and communicate with the Superintendent, or the Superintendent's designee, of MSD to which the SRO is assigned.
6. **Dress Code.** The SRO shall abide by the Angola Police Department uniform policy unless the MSD and the Angola Police Department agree that the officer shall wear different dress.
7. **Supplies and Equipment.**
- a. The Angola Police Department shall provide a standard patrol vehicle for the SRO. In addition, the Angola Police Department agrees to:
 - 1. Maintain the vehicle assigned to the SRO;
 - 2. Pay for gasoline, oil, replacement tires and other expenses associated with the operation of this vehicle; and
 - 3. Purchase and maintain comprehensive general auto liability insurance on the vehicle in an amount no less than the coverage recommended by the Risk Manager for the County.
 - b. The Angola Police Department agrees to provide the standard issue pistol and rounds of ammunition to the SRO.
 - c. The Angola Police Department agrees to provide the SRO with the usual and customary forms required in the performance of his or her duties.
 - d. The MSD agrees to provide the SRO with appropriate confidential office space with a secure door lock and equipment, such as a desk, chairs, telephone, computer, and other miscellaneous office supplies suitable for the SRO and the K-9 dog, if applicable.
8. **Searches.** Except in emergency situations, the decision to initiate any search of a student, a student's property, or school property shall be made by a school official. While school officials may seek the advice of the SRO, school officials retain the

ultimate authority to initiate a search of a student, a student's property, or school property. The SRO will then, if requested, assist the school official in conducting the search, as authorized by federal law, state law, and the Angola Police Department policies and procedures.

9. **Transporting Students.** It is agreed that the SRO shall only transport students in accordance with the Angola Police Department Standard Operating Procedure.
10. **Access to Education Records.** The MSD shall allow the SRO to inspect and copy any public records maintained by the MSD, including student directory information. However, law enforcement officials may not inspect and/or copy confidential student education records except as provided by federal law, state law, or a court order regarding the sharing of information between the MSD and law enforcement.
11. **Report of Suspected Child Abuse or Neglect.** MSD and its employees may report any incident which is suspected to be child abuse or neglect to the SRO or the Department of Child Services as required by I.C. § 31-33-5-1, *et seq.* An SRO who receives a report of suspected child abuse or neglect shall forward the report through the chain of command to the Angola Police Department for transmittal to the Department of Child Services as required by law.
12. **Term of the Agreement.**
 - a. The term of this Agreement shall commence on approval of the MSD Board or Trustees and City of Angola Board of Public works and Safety..
 - b. The parties anticipate entering into a new SRO Agreement for the 2025-2026 school year.
13. **Evaluation.** It is mutually agreed that the MSD shall evaluate annually the SRO program and the performance of the SRO. In addition the MSD and the Angola Police Department agree to notify each other during the course of the school year if a problem develops regarding the performance of the SRO assigned to the MSD. It is further understood that the MSD's evaluation of the SRO is advisory only and that the Angola Police Department retains the final authority to evaluate the performance of the SRO.
14. **SRO K-9.** MSD may select a K-9 SRO program. Retired K-9's shall be replaced by the Angola Police Department as needed. Initial and ongoing in-service handler training shall be provided by the Angola Police Department and shall provide and pay all veterinarian services for the K-9.
15. Each party and signatory to this Agreement avers that all proper procedures of governing law and internal policy and procedure were followed to provide the signatories proper authority to execute this Agreement.

METROPOLITAN SCHOOL DISTRICT
OF STEUBEN COUNTY

DATED: _____, 2024.

by:

Cory Archbold, President of the Board of
School Trustees

Approved

by: _____
Dr. Matthew L. Widenhoefer,
Superintendent

ANGOLA BOARD OF PUBLIC WORKS
AND SAFETY

DATED: _____, 2024.

by:

David Martin, Member

David Olson, Member

Jerold McDermid, Member

Approved:

Mayor David Martin

Kenneth L. Whitmire, Chief of APD

ATTEST:

Ryan Herbert, Clerk/Treasurer

This Agreement prepared by Kim E. Shoup,
Angola City Attorney