

**Mike Moga**  
(317) 231-6452  
mike.moga@btlaw.com

November 16, 2022

**SENT BY EMAIL ONLY** ([youngandyounqlaw@gmail.com](mailto:youngandyounqlaw@gmail.com))

Cordry-Sweetwater Conservancy District  
c/o Roger A. Young  
40 W. Court St., Suite D  
Franklin, IN 46131

**RE: TERMINATION LETTER**

Dear Mr. Young:

Barnes & Thornburg LLP represents the Brown County Commissioners and Sheriff's Department of Brown County, Indiana (collectively "Brown County"). Brown County entered into an Interlocal Agreement with Cordry-Sweetwater Conservancy District (the "District") per the agreement from March 6, 1995 ("**Agreement**"). We have attached the Agreement to this letter.

Per paragraph #11 of the Agreement, the Agreement shall automatically renew each year for a subsequent period of one year unless rescinded by any of the parties prior to the end of the then-present year. This termination letter shall serve as official notice that Brown County is rescinding the Agreement, and **the Agreement shall end at the start of 2023.**

Please confirm the receipt of this letter as termination of the Agreement.

Sincerely,

  
Mike Moga

INTER-LOCAL AGREEMENT

This Agreement is made effective as of the 6 day of March, 1995 ("Effective Date") and is made among Cordry-Sweetwater Conservancy District ("District"), Brown County, Indiana by and through its Board of Commissioners ("Brown County"), and the Sheriff's Department of Brown County, Indiana ("Sheriff").

RECITALS

A. District desires to have available up to five (5) law enforcement officers ("Officers") to patrol and operate within the District, and the District desires to reimburse the Sheriff and Brown County for the performance of these law enforcement functions within the District by Brown County through the Sheriff, which functions exceed those normally available throughout Brown County.

B. Sheriff is willing to appoint certain persons, requested by the District to be Officers, as Brown County Part Time Deputy Sheriffs to perform the functions of police officers in the District.

C. This agreement is an interlocal contract authorized and provided for by Ind. Code § 36-1-7-2(b) and Ind. Code § 36-1-7-12(a).

Now, therefore, in consideration of the mutual covenants of the parties to this Agreement and other good and valuable consideration, the parties hereby agree as follows:

1. Brown County agrees, through the Sheriff, to provide law enforcement officers and police protection within the boundaries of the District as provided in this Agreement.

2. District shall notify the Sheriff of the names of the persons the District desires to have available as Officers.

3. Sheriff agrees to appoint the persons requested to be Officers as Brown County Deputy Sheriffs under the powers vested in him, providing they meet the Sheriff's procedures and requirements, subject to the legal requirements for appointing deputy sheriffs and subject to all the needs of the Brown County Sheriff's Department. The rendition of law enforcement services by the Officers, the standards of performance and discipline of the Officers and other matters incident to the performance of the services and the control of the Officers shall remain within the joint supervision of Brown County, the Sheriff, and the District. This joint supervision shall not trigger any duty of indemnification on the part of Brown County, as set forth in paragraph 10 below or otherwise.

4. Any Officer may be removed by the Sheriff or by the District (by a majority vote of the District Board of Directors) from service within the District at any time, without notice and without cause. Removal by the District shall automatically effect removal from employment by the Sheriff/County as well. Upon removal of an Officer from service within the District, the District shall thereafter name another individual the District desires to have available as an Officer if the District desires to have a replacement Officer. Upon the District's designation, the Sheriff agrees to make that person available as an Officer, subject to the terms of paragraph 3 above.

5. The District shall be responsible for and shall pay to Brown County, for the use of the Sheriff's Department, the salary of, all other benefits of (to the extent any are paid by Brown County), and any other expenses or costs associated with the Officers that are paid or incurred by Brown County. The Officers shall be paid at the rate of \$10.00 per hour. The number of hours outside the District, on which the Officers' pay is based, shall be taken from the detailed logs kept by the Officers. Each of the Officers shall submit a claim for each two weeks' pay to the Auditor of Brown County with a copy to the Sheriff. The Sheriff and Brown County shall pay the Officers from the funds provided by the District. The District shall place sufficient funds on account to pay for a year's salary and benefits for each and all of the Officers. (The Sheriff and Brown County shall not be required to hold the funds received from the District separately from other funds or in a separate fund.) While the Sheriff and Brown County will be issuing pay checks to the Officers and making payment for such other expenses the Sheriff and Brown County incur with respect to the Officers, neither the Sheriff nor Brown County ultimately shall be financially responsible for any salary, benefits, remunerations, uniforms, vehicles, radios, insurance (including any deductible amounts), or other costs or expenses associated with the Officers with respect to the time they are designated to perform duties for the District, as the District will reimburse the County for all of those things. The District shall be responsible for all of the same by directly providing vehicles, radios, and the like, or by paying to Brown County, for the benefit of the Sheriff's Department, the costs of any such items that are not directly paid for or provided by the District. The District shall also pay to Brown County, for the benefit of the Sheriff's Department, or be responsible for any academy or other training for the Officers as well as any mandatory follow-up training. The Officers shall be entitled to attend any in-house training offered by the Sheriff's Department at no charge to the Officers or to the District.

6. While in the service of the District, Officers shall perform duties solely for the District and shall patrol only within the District to enforce the laws of the State of Indiana, the ordinances of Brown County and the rules and regulations of the District. Each Officer shall keep a detailed log of activities while on duty, whether inside or outside the District, including differentiation of time (including notations as to time of day), worked for the District and time worked for Brown County.

7. Officers shall keep in radio contact with the dispatcher of the Sheriff. Officers may be called to assist the Sheriff in the event that all available law enforcement personnel in Brown County, Indiana are needed for an emergency or a disaster or to deter the commission of a felony that poses an imminent danger to the lives of others. Further, the parties understand that Officers will routinely be traveling to and from the District to the Sheriff's office, to Brown Circuit Court and/or other courts and the like. If, during this travel, Officers encounter situations that need a law enforcement response, the Officers are expected to respond appropriately. When the Officers are outside the District and acting under the specific direction of the Sheriff pursuant to this paragraph, or when called by the Sheriff or his agent(s) to assist the Sheriff or other law enforcement officials in matters not involving the District, or when responding to situations not involving the District while traveling outside the District (yet within Brown County), it is understood that the Officers are not in the service of the District and are acting outside the scope of their duties for the District.

8. Brown County shall obtain an insurance policy or policies covering the acts or omissions to act of the Officers, which policies shall include liability insurance for the personal or bodily injury to or death of any one or more persons in the amount of not less than Two Million Dollars (\$2,000,000), and for any one occurrence in the amount of not less than Two Million Dollars (\$2,000,000), and for damage to property in the amount of not less than Five Hundred Thousand Dollars (\$500,000). Brown County shall charge the full cost of the insurance coverage(s) to the District, including the cost of any deductibles attributable to occurrences, damages, claims or suits arising out the acts or omissions to act of the Officers while in the course of their work or within the scope of their duties for the District and, if necessary, an appropriate share of any exceedence of policy limits, including any share attributable to acts or omissions to act by the Officers while in the course of their work or within the scope of their duties for the District. The Sheriff and Brown County shall name the District and the Officers as additional insureds on its or their liability policies.

9. With respect to automobile/vehicle insurance coverages, Brown County shall have the District police vehicles added to the County's insurance policies/coverages. The District shall reimburse Brown County for all insurance premiums attributable to District vehicles including any general increase in the County's insurance premiums attributable to District vehicle experience. The District shall pay all deductible or otherwise uninsured amounts (including, but not limited to, any claims/awards/damages or the like in excess of policy limits) related to District vehicles.

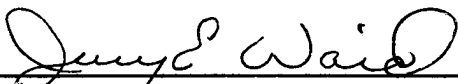
10. The District shall indemnify and hold harmless Brown County, including its Board of Commissioners and its Sheriff, from any damages, claims or suits, including costs, expenses and attorneys' fees incurred as a result thereof, alleged or brought by any person or persons arising out of any acts or omissions to act by the Officers acting within the scope of their duties or related to their work for the District. Brown County shall indemnify and hold harmless the District from any damages, claims or suits, including costs, expenses and attorneys' fees incurred as a result thereof, alleged or brought by any person or persons arising out of any acts or omissions to act by the Officers while acting within the scope of their duties when called to assist the Sheriff on matters not involving the District, or when acting at the specific direction of the Sheriff on matters not involving the District, or when otherwise acting for or on behalf of the Sheriff on matters not involving the District.

11. The term of this Agreement shall be from its Effective Date through and including December 31, 1995. This Agreement shall automatically renew each year for a subsequent period of one year unless modified or rescinded by any of the parties prior to the end of the then-present year. This Agreement may be amended at any time upon the Agreement of the parties.

12. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, but shall not confer any benefits on any person not a signatory to the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

CORDRY-SWEETWATER CONSERVANCY DISTRICT

By:   
Signature

Jerry E. Waid  
Printed: Chairman of the Board

ATTEST:

By: \_\_\_\_\_  
Signature  
Ellen E. Moore *Ellen E. Moore*  
Printed: Secretary, Board of Directors

SHERIFF OF BROWN COUNTY, INDIANA

*David Anderson*  
\_\_\_\_\_  
David Anderson, Sheriff of Brown County

BOARD OF COMMISSIONERS OF  
BROWN COUNTY, INDIANA

By: *Jerry Floyd*  
\_\_\_\_\_  
Jerry Floyd, President

By: *James R. Owens*  
\_\_\_\_\_  
James R. Owens

By: *James Crane*  
\_\_\_\_\_  
James Crane

ATTEST:

By: *Kathi H. Smith*  
\_\_\_\_\_  
Kathi H. Smith, Auditor of  
Brown County, Indiana