

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is made effective as of the ____ day of _____, 2022 (“Effective Date”) and is made among: (1) Cordry-Sweetwater Conservancy District (“District”); (2) Brown County, Indiana by and through its Board of Commissioners (“Brown County”); and (3) the Sheriff’s Department of Brown County, Indiana (“Sheriff”). The collection of these three parties shall be known as “the Parties.”

RECITALS

WHEREAS, the District desires to have available **up to four (4) law enforcement officers** (“Officers”) to patrol and operate within the District. The District desires to purchase law enforcement services, on a contract basis, from the Sheriff for these four (4) Officers.

WHEREAS, this agreement is an Interlocal Agreement authorized and provided for under the authority of Indiana Code (IC) § 36-1-7 et seq.

WHEREAS, the District shall pay an annual fee, set and agreed upon by the Parties and due on the first day of January of each year, to the Sheriff.

Now, therefore, in consideration of the mutual covenants, promises, and other undertakings 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. This protection shall be under the same functions a Brown County Officer provides for Brown County, and includes, but is not limited to, emergency response team support and any general police support function requested.
2. The Officers shall provide law enforcement services to the District to enforce the laws of the State of Indiana and the ordinances of Brown County, as is allowed within their statutory duties.
3. The Officers shall not enforce any special provisions solely set by the District.
4. The Officers shall provide law protection services within the boundaries of the District, as provided in this Agreement. The District may request for a summary of the performance and action of an Officer working in the District on any given day. This summary shall include a detailed list of activities performed by the Officer while on duty, whether inside or outside the District. Upon request, the Sherriff shall provide this summary within ten (10) business days of the request.
5. 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.

6. The Officers and their actions shall be the sole responsibility of the Sheriff and Brown County.
7. The Officers chosen to provide law enforcement services to the District, shall be chosen at the discretion of the Sheriff.
8. The District shall pay an annual fee, subject to change year by year and due on the first calendar day of January of the contracted year, to the Sheriff for the services provided by the Officers.
9. The annual fee shall include, but is not limited to, reimbursement to the Sheriff and Brown County for the hiring, training, equipping, performance, and employee benefits of the Officers. The fee shall also include automobile expenses mentioned in paragraph 11.
10. Each year, the Sheriff shall propose the annual fee for the upcoming year by the end of the last business day in August of the current year. This proposal by the Sheriff shall include an itemized budget of the expected cost of each Officer and the resources needed by the Officer to perform their duties. If the Sheriff does not propose a fee by this date, then the District shall understand that the Sheriff intends to propose the current year's fee for the upcoming year. The District shall have until September 15th to suggest any changes it may have to the Sheriff's proposed fee for the upcoming year. If the District does not respond by this date, then the Sheriff shall understand that the District is accepting the Sheriff's proposed fee. If an amended fee is proposed by the District, the Sheriff and the District shall have until 5:00 PM EST on the last business day of September to come to an agreed upon annual fee for the upcoming year. Failure to agree upon a new fee for the upcoming year may terminate this agreement at the end of the current year.
11. The District shall lease four law enforcement vehicles, per the standard of Indiana and Brown County, to the Sheriff for a nominal fee of \$1 per vehicle for the first four years of the agreement. Brown County shall provide full coverage automobile insurance on said leased vehicles to include liability coverage for bodily injury and property damage of \$3 million per occurrence, comprehensive coverage with \$500 deductible, and collision coverage with \$1,000 deductible. Nothing herein shall prevent Brown County from providing any other coverages in addition to these requirements. When these vehicles are taken out of service, they shall be returned to the District. The Sheriff and their department shall provide routine maintenance on the vehicles, at the expense of the Sheriff's budget. Should this Agreement end, all vehicles leased by the District to the Sheriff shall be returned to the District. The District shall pay for one new law enforcement vehicle each year, to be donated to Brown County. The new law enforcement vehicles must be equipped for law enforcement duty, per Indiana and Brown County standard. The Sheriff and their department shall provide routine maintenance on the donated law enforcement vehicles.
12. Brown County shall maintain an insurance policy or policies covering the acts or omissions to act of the Officers, which policies shall include aggregate coverage of Six Million Dollars (\$6,000,000), general liability per occurrence of Three Million Dollars (\$3,000,000), and fire damage per occurrence of One Hundred Thousand Dollars (\$100,000). This coverage is subject to change per the Sheriff and Brown County's discretion.

- 13. The term of this Agreement shall be from its Effective Date through and including December 31, 2022. Subject to paragraph 10, this Agreement shall automatically renew each year for a subsequent period of one year unless rescinded by any of the parties 30-days prior to the end of the then-present year.
- 14. This Agreement may be amended and modified at any time upon the agreement of the Parties.
- 15. This Agreement has been executed under and shall be governed by the laws of the State of Indiana and the ordinances of Brown County, Indiana.
- 16. This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations, or inducements except such as are herein provided.
- 17. If any provision of this Agreement becomes invalid or unenforceable to any extent, then that provision shall be deemed modified to the extent necessary to render that provision enforceable, and the remainder of the Agreement shall continue in effect and be enforceable to the fullest extent permitted by law.
- 18. The Parties acknowledge and agree that they have read and understand the terms, conditions, and provisions of this Agreement.
- 19. 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

Chairman of the Board

ATTEST:

Secretary, Board of Directors

SHERIFF OF BROWN COUNTY, INDIANA

Scott Southerland, Sheriff of Brown County

BOARD OF COMMISSIONERS, BROWN
COUNTY, INDIANA

Jerry Pittman, President

Chuck Braden, Vice President

Diana Biddle, Member

ATTEST:

Julia Reeves, Brown County Auditor