Resolution 2015 – 14

Resolution Authorizing An Interlocal Governmental Cooperation Agreement for the Town of Cumberland to Provide Law Enforcement Services to the Eastway Courts Apartments and the Surrounding Annexation Territory

WHEREAS, the Hancock County Indiana Sheriff (Sheriff) and the Town of Cumberland Police Department, Indiana (Cumberland) desire to enter into an Interlocal Governmental Cooperation Agreement to address the needs of the Sheriff for law enforcement services in areas located in the County and near the Town’s eastern boundary;

AND WHEREAS, the area at issue consists of the Eastway Court Apartments, adjacent to US Highway 40 (Washington Street) near the Town’s eastern boundary, and the territory being annexed by the Town which generally extends along US 40 from the Town’s current eastern boundary to County Road 600 West (Mt. Comfort Road), from the Pennsy Trail on the south to the property boundaries approximately 1/3 of a mile north of US 40, as shown in the diagram and described in the legal description attached to the Agreement;

AND WHEREAS, it is in the best interests of both the Sheriff and Cumberland that the Town’s police department provide such services;

AND WHEREAS, the Sheriff and Cumberland desire to enter into a written agreement, which is attached as Exhibit A, in order to properly delineate the terms and conditions of the Town providing such services;

IT IS, THEREFORE, RESOLVED AS FOLLOWS:

1. The Town Council President is hereby authorized, on behalf of the Town and its police department, to execute the Interlocal Governmental Cooperation Agreement attached as Exhibit A and all other documents necessary to effectuate the Agreement.

2. The Town Manager shall forward to the Sheriff a copy of this Resolution and the attached Agreement for the Sheriff’s signature, and shall request that the Sheriff return the signed Agreement to the Town Manager. When received, the Town Manager shall provide the fully executed original Agreement to the Town Clerk-Treasurer.

3. The Clerk-Treasurer will promptly record the Agreement in the Office of the Hancock County Recorder and in the Office of the Marion County Recorder and file the Agreement with the State Board of Accounts within sixty (60) days of its recording.

ADOPTED this 16th day of December, 2015.

CUMBERLAND TOWN COUNCIL

[Signature]

Joe Stiefel, President
Anna Pea, Vice President

Nicole Bell, Member

Brian Gritter, Member

Mark Reynolds, Member

Attest: Erica Salmon, Clerk-Treasurer
Interlocal Governmental Cooperation Agreement Between the Town of Cumberland and Hancock County for the Provision of Law Enforcement Services to Eastway Court Apartments and Surrounding Annexation Territory

This Agreement is between the Town of Cumberland, Indiana ("Town"), and the Hancock County, Indiana, by its Sheriff’s Department ("Sheriff").

Whereas, the Sheriff is obligated to provide law enforcement services for the unincorporated areas within Hancock County, although it may delegate such responsibility by agreements with other law enforcement agencies;

Whereas, the Sheriff desires that the Town provide law enforcement services for certain territory located near the Town, and the Town desires to provide such services.

The territory at issue consists of the Eastway Court Apartments, adjacent to US Highway 40 (Washington Street) near the Town’s eastern boundary, and the territory being annexed by the Town which generally extends along US 40 from the Town’s eastern boundary to County Road 600 West (Mt. Comfort Road), from the Pennsy Trail on its southern border to the property boundaries located approximately 1/3 of a mile north of US 40, as shown in the diagram attached to this Agreement. The territory is depicted in the illustration and described in the legal description attached to this Agreement.

Whereas, the Town of Cumberland, by its own police department, currently furnishes law enforcement services within the Town, in close proximity to the service territory at issue, and is willing and able to efficiently and adequately provide such services to the territory;

Whereas, the Town will be able to provide similar law enforcement services to the territory as are currently provided by the Sheriff, but, due to the Town’s close proximity, can often provide services with a shorter response time;

Whereas, the Sheriff and the Town desire that the Town furnish law enforcement and related emergency services to the subject territory;

Whereas, the Sheriff and the Town have reached an agreement regarding the Town providing such law enforcement service through the Town’s police department; and

Whereas, Cumberland’s Town Council has approved this Agreement, by Resolution 2015-__, and authorized its Town Council President to sign this Agreement;

The parties agree as follows:

1. **Law Enforcement Services.** The Town will furnish law enforcement services to the subject territory during the term of this Agreement.

2. **Exchange of Services.** The Town will provide these services at no charge to the Sheriff, and in consideration of the Sheriff providing mutual aid services in this area and others in the parties’ continuing practice of providing mutual aid and related assistive services as needed and agreed.

3. **Term.** The parties agree that the Town will begin providing services under this Agreement at 9:00 a.m. 7 days after both parties have signed this Agreement. The Sheriff will provide services until that time, and the parties will coordinate the transfer of responsibility. The original term of this Agreement will be from its effective date until December 31, 2016, unless the Agreement is terminated before that date. Either party may terminate this Agreement without cause by providing to the other party 60-
days’ written notice of termination. If either party breaches this Agreement, the non-breaching party may terminate this Agreement by providing 30-day’s notice. Unless terminated by either party, this Agreement shall automatically renew from year to year.

4. **Insurance.** The Town must name Hancock County and its Sheriff’s Department as additional insureds on the Town’s liability policy for law enforcement activities relating to the subject area, and the Town must maintain at its expense all insurance required by law. The Town must annually provide the Sheriff proof of coverage.

5. **Property.** The Town and Sheriff do not anticipate acquiring or holding property for the performance of this Agreement.

6. **Administration.** The Town Police Chief and the sheriff will serve as the governing board for this Agreement and will administer the Agreement during its term.

7. **Conditions.** In order for this Agreement to be effective, the following must occur:
   a. The Town Council must adopt a resolution approving the Agreement, and an authorized representative must execute the Agreement;
   b. The Sheriff must approve and execute the Agreement;
   c. The parties must record the Agreement in the Office of the Hancock County Recorder; and
   d. Either the Attorney General of Indiana must approve the Agreement within 60 days after its submission to him, or it is considered approved by operation of Indiana Code §36-1-7-4(b). The Town will submit the Agreement to the Attorney General.

8. **Filing with Indiana State Board of Accounts:** The Town will record the Agreement and file it with the Indiana State Board of Accounts for audit purposes.

9. **Miscellaneous.**
   a. This Agreement contains the parties’ entire agreement, and no verbal agreements shall be binding;
   b. This Agreement shall be construed under the laws of the State of Indiana;
   c. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other Agreement provision;
   d. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument; and
   e. This is an agreement which concerns the provision of law enforcement services, and is governed by the provisions of Indiana Code §36-1-7-7.

Hancock County Sheriff

Mike Shepherd, Sheriff

Date: 9/22/15

Town of Cumberland

By: Joe Steiker, Town Council President

Date: __________
PART OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 5 EAST, SUGAR CREEK TOWNSHIP, HANCOCK COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 AND THE EAST BOUNDARY OF COUNTY ROAD 700 WEST; THENCE EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 1, TO THE NORTHWEST CORNER OF EASTWAY COURT, THE PLAT OF WHICH IS RECORDED IN PLAT RECORD 5 PAGE 61 IN THE HANCOCK COUNTY RECORDER’S OFFICE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTHERLY, EASTERLY AND NORTHERLY ALONG THE PERIMETER OF SAID EASTWAY COURT TO THE NORTHEAST CORNER OF SAID EASTWAY COURT, SAID POINT BEING ON THE NORTH LINE OF SAID SECTION 1; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION 1, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 15 NORTH, RANGE 5 EAST, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO DAVID & LENORE LARK RECORDED AS INSTRUMENT 13-13290 IN SAID RECORDER’S OFFICE; THENCE ALONG SAID LENORE TRACT THE FOLLOWING FIVE COURSES: 1) SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1 TO THE SOUTHWEST CORNER OF SAID LENORE TRACT; 2) EAST ALONG THE SOUTH LINE OF SAID LENORE TRACT TO A SOUTHEAST CORNER THEREOF; 3) NORTH TO A SOUTHEAST CORNER THEREOF; 4) EAST TO A SOUTHEAST CORNER THEREOF; 5) NORTH TO THE NORTHEAST CORNER THEREOF AND THE NORTH LINE OF SAID SECTION 1; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 1 TO THE INTERSECTION OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 5 EAST AND THE EAST BOUNDARY OF COUNTY ROAD 600 WEST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID COUNTY ROAD 600 WEST TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE STATE OF INDIANA RECORDED AS INSTRUMENT 85-0330 IN SAID HANCOCK COUNTY RECORDER’S OFFICE; THENCE SOUTH TO THE SOUTHEAST CORNER OF SAID STATE OF INDIANA TRACT, ALSO BEING ON THE WEST LINE OF A TRACT OF LAND CONVEYED TO GAS AMERICA RECORDED AS INSTRUMENT 050065687 IN SAID RECORDER’S OFFICE; THENCE SOUTH ALONG THE WEST LINE OF SAID GAS AMERICA TRACT TO THE NORTH LINE OF A TRACT OF LAND CONVEYED TO THE STATE OF INDIANA RECORDED AS INSTRUMENT NUMBER 851367 IN SAID RECORDER’S OFFICE; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SAID STATE OF INDIANA TRACT TO A SOUTH CORNER OF SAID STATE OF INDIANA TRACT; THENCE SOUTHERLY TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO THE STATE OF INDIANA RECORDED AS INSTRUMENT NUMBER 855305 IN SAID RECORDER’S OFFICE; THENCE SOUTHWESTERLY ALONG SAID STATE OF INDIANA TRACT TO THE EAST BOUNDARY OF SAID COUNTY ROAD 600 WEST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID COUNTY ROAD 600 WEST TO THE NORTH LINE OF TIME CAPSULE PARK RECORDED AS INSTRUMENT NUMBER 060065274 IN SAID RECORDER’S OFFICE; THENCE EAST ALONG THE NORTH LINE OF SAID TIME CAPSULE PARK TO THE EAST BOUNDARY OF SAID COUNTY ROAD 600 WEST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID COUNTY ROAD 600 WEST TO THE PROLONGED SOUTH LINE OF THE PENNSY TRAIL CONVEYED TO THE TOWN OF CUMBERLAND RECORDED AS INSTRUMENT
NUMBER 080009294 IN SAID RECORDER’S OFFICE; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PENNSY TRAIL TO THE EAST BOUNDARY OF COUNTY ROAD 700 WEST; THENCE NORTH ALONG THE EAST BOUNDARY OF COUNTY ROAD 700 WEST TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE STATE OF INDIANA RECORDED AS INSTRUMENT NUMBER 0117757 IN SAID RECORDER’S OFFICE; THENCE NORTHEASTERLY ALONG SAID STATE OF INDIANA TRACT TO THE SOUTHEAST CORNER OF SAID STATE OF INDIANA TRACT; THENCE NORTH ALONG SAID STATE OF INDIANA TRACT TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO CALVARY CHRISTIAN FELLOWSHIP OF INDIANAPOLIS INC. RECORDED AS INSTRUMENT NUMBER 130013813 IN SAID RECORDER’S OFFICE; THENCE EAST ALONG THE SOUTH LINE OF SAID CALVARY CHRISTIAN FELLOWSHIP OF INDIANAPOLIS INC. TRACT TO THE SOUTHEAST CORNER OF SAID CALVARY CHRISTIAN FELLOWSHIP OF INDIANAPOLIS INC. TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID CALVARY CHRISTIAN FELLOWSHIP OF INDIANAPOLIS INC. TRACT TO THE NORTH LINE OF A TRACT OF LAND CONVEYED TO THE STATE OF INDIANA RECORDED AS INSTRUMENT NUMBER 0118883 IN SAID RECORDER’S OFFICE; THENCE WESTERLY ALONG THE NORTH LINE OF SAID STATE OF INDIANA TRACT TO THE EAST LINE OF SAID STATE OF INDIANA TRACT; THENCE NORTHERLY ALONG THE EAST LINE OF SAID STATE OF INDIANA TRACT TO THE NORTH CORNER OF SAID STATE OF INDIANA TRACT AND THE EAST BOUNDARY OF SAID COUNTY ROAD 700 WEST; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID COUNTY ROAD 700 WEST TO THE PLACE OF BEGINNING.

CONTAINING 286 ACRES, MORE OR LESS.