

**INTERLOCAL AGREEMENT BY AND AMONG HAMILTON COUNTY, FISHERS,
WESTFIELD, NOBLESVILLE AND CARMEL, INDIANA REGARDING POLICE
SERVICES**

WITNESS THAT:

WHEREAS, the Hamilton County Sheriff's Department ("Sheriff's Department"), Westfield Police Department ("Westfield PD"), Carmel Police Department ("Carmel PD"), Noblesville Police Department ("Noblesville PD") and Fishers Police Department ("Fishers PD") work together to best serve and protect all Hamilton County, Indiana ("Hamilton County") residents;

WHEREAS, the Sheriff's Department, Westfield PD, Carmel PD, Noblesville PD and Fishers PD (individually, "Department" or collectively, "Departments") often provide mutual assistance to each other in the areas of including but not limited to emergency response team support, dive team support, and any general police support function requested ("Police Services");

WHEREAS, upon request, the Departments assist each other with Police Services outside the individual Department's jurisdictional boundary;

WHEREAS, to continue to efficiently and effectively provide Hamilton County residents the highest level of protection and Police Services, the Departments desire to continue assisting one another; and

WHEREAS, Fishers, Noblesville, Westfield, Carmel and Hamilton County (individually "Unit" or collectively, "Units") desire to enter into this Interlocal Agreement to set forth their respective Department's obligations and liabilities concerning providing Police Services in conjunction with and to other Departments.

IT IS HEREBY AGREED by the Departments as follows:

ARTICLE I. RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article 1.

ARTICLE II. ASSISTANCE

The Units agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE III. MUTUAL AID

The Units agree that their Departments shall use their best efforts to provide Police Services when requested by the Department of another Unit outside of their local jurisdiction. Notwithstanding the foregoing, the Units acknowledge and agree that circumstances or events within their local jurisdiction may determine whether their Department is available to respond to requests to provide Police Services outside their local jurisdiction. Accordingly, this Agreement shall not be construed to require a Department to respond to a request for Police Services.

ARTICLE IV. TERM

This Agreement is effective upon execution by all Units (“Commencement Date”) and shall continue in effect for three (3) years (the “Term”). This Agreement may be continued for additional Terms or terminated upon mutual agreement of the parties.

ARTICLE V. LIABILITY AND INSURANCE

The Departments acknowledge and agree that each Police member performs functions and at all times operates under the direction and supervision of the Department that employs the member. Pursuant to Ind. Code § 36-1-7-7(a), each Police Member engaged in activities authorized by the Unit they are assisting are subject to all provisions of law as if they were providing Police Services within their own jurisdiction, and each Department remains responsible for the conduct of its Police members, their medical expenses, for worker’s compensation and all other benefits to which a member is entitled pursuant to Ind. Code § 36-8-12 *et. seq.*

ARTICLE VI. TERMINATION

Any Department may terminate their participation in the Agreement upon written notice to each of the other Departments.

ARTICLE VII. GENERAL TERMS

7.1. Law of Indiana. This Agreement has been executed under and shall be governed by the laws of the State of Indiana.

7.2 Complete Agreement. 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.

7.3. Partial Invalidity. If any provision of this Agreement is 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.

7.4 Voluntary Agreement. The individuals executing this Agreement on behalf of the Departments acknowledge and agree that they have has read and understand the terms, conditions and provisions of this Agreement.

7.5. Modifications. This Agreement may not be changed or modified unless mutually agreed upon in a writing signed by an authorized representative of each party. The term “Agreement” shall mean and encompass all extensions, renewals and modifications.

IN WITNESS WHEREOF, the duly elected and/or appointed officials of the parties to this Agreement have signed this Interlocal Agreement on the dates set out herein.

ALL OF WHICH IS ORDAINED by the Town Council of the Town of Fishers,
Indiana, this ___ day of _____, 2014.

TOWN COUNCIL OF THE TOWN OF FISHERS,
HAMILTON COUNTY, INDIANA

AYE

NAY

	John W. Weingardt, President	
	C. Pete Peterson, Vice President	
	Scott A. Faultless, Member	
	Stuart F. Easley, Member	
	David C. George, Member	
	Michael L. Colby, Member	
	Renee L. Cox, Member	

ATTEST: _____ DATE: _____
Linda Gaye Cordell, Clerk-Treasurer
Town of Fishers, Indiana

Approved by: Jennifer C. Messer, Town Attorney, Church, Church, Hittle and Antrim

ALL OF WHICH IS ORDAINED by the Board of Commissioners of Hamilton County,
Indiana, this ___ day of _____, 2014.

**BOARD OF COMMISSIONERS
OF HAMILTON COUNTY**

Steven C. Dillinger

Christine Altman

Mark E. Heirbrandt

ATTEST:

Dawn Coverdale, Auditor

ALL OF WHICH IS ORDAINED by the Common Council of the City of Noblesville, Indiana, this ___ day of _____, 2014.

CITY OF NOBLESVILLE COMMON COUNCIL,
HAMILTON COUNTY, INDIANA

AYE

NAY

	Roy Johnson, President	
	Brian Ayer, Member	
	Jeff Zeckel, Member	
	Stephen C. Wood, Member	
	Rick Taylor, Member	
	Mark Boice, Member	
	Greg, O'Connor Member	

ATTEST

_____ DATE: _____
Janet Jaros, Clerk Treasurer

I hereby certify that ORDINANCE _____ was delivered to the Mayor of Noblesville on the _____ day of _____, 2014

Janet Jaros, Clerk Treasurer

I hereby _____ ORDINANCE _____

This _____ day of _____, 2014

John Ditslear, Mayor

ALL OF WHICH IS ORDAINED by the Common Council of the City of Carmel, Indiana, this ___ day of _____, 2014.

CITY OF CARMEL COMMON COUNCIL,
HAMILTON COUNTY, INDIANA

AYE

NAY

	Eric Seidensticker, President	
	Carol Schleif, Member	
	Sue Finkam, Member	
	Luci Snider, Member	
	Ron Carter, Member	
	Kevin Rider, Member	
	Rick Sharp, Member	

ATTEST

_____ DATE: _____
Diana L. Cordray, Clerk Treasurer

I hereby certify that ORDINANCE _____ was delivered to the Mayor of Carmel on the _____ day of _____, 2014

Diana L. Cordray, Clerk Treasurer

I hereby _____ ORDINANCE _____

This _____ day of _____, 2014

Jim Brainard, Mayor

ALL OF WHICH IS ORDAINED by the City Council of the City of Westfield, Indiana, this ___ day of _____, 2014.

CITY OF WESTFIELD CITY COUNCIL,
HAMILTON COUNTY, INDIANA

AYE

NAY

	Jim Ake	
	Chuck Lehman	
	Steven Hoover	
	Robert L. Horkay	
	Robert J. Smith	
	Cindy Spoljaric	
	Robert W. Stokes	

ATTEST

_____ DATE: _____
Cindy J. Gossard, Clerk Treasurer

I hereby certify that ORDINANCE _____ was delivered to the Mayor of Westfield on the _____ day of _____, 2014

Cindy J. Gossard, Clerk Treasurer

I hereby _____ ORDINANCE _____

This _____ day of _____, 2014

J. Andrew Cook, Mayor