

To: Westfield Board of Works & Safety

From: Joel Rush, Police Chief

Cc: Mayor Cook, Bruce Hauk

Date: April 21, 2011

RE: Mutual Assistance Agreement

Dear Board Members,

The Westfield Police Department is requesting the approval of the Mutual Assistance Agreement with Hamilton County, Carmel Police Department, Fishers Police Department, Noblesville Police Department & Westfield Police Department.

This agreement is needed for Federal compliancy to receive future grants.

Thank you.

MUTUAL ASSISTANCE AGREEMENT

HAMILTON COUNTY INDIANA

With the goal of providing public safety to each jurisdiction and the surrounding areas, the undersigned do hereby request, one of the other, and agree to provide one to the other (subject to the availability of personnel and equipment), temporary assistance in the tasks of investigating violations of and enforcing the laws of the State of Indiana, traffic control, security, or other law enforcement purposes. Be it known that this writing entitled **MUTUAL ASSISTANCE AGREEMENT** shall serve as the reasonable request for such assistance.

IMPLEMENTATION

1. While working with a requesting agency, responding agencies and individual officers shall have the same legal, territorial and subject matter jurisdiction, powers, rights, privileges, status and immunities, including those relating to the defense of civil actions and payment of judgments, as the officer of the requesting agency in addition to those he normally possesses. <2.1.3a&b>
 2. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of his/her superior officers in the requesting agency, but he shall, for personnel, administrative and pay purposes, remain under the direction and control of his/her employing agency. An officer shall furthermore be entitled to Workers' Compensation and other employing agency provided benefits to the extent and as if he/she was functioning within the normal scope of his/her duties. <2.1.3e&g>
 3. When temporary assistance is needed, pursuant to the **MUTUAL ASSISTANCE AGREEMENT**, the requesting agency shall notify the assisting agency of the need for such assistance and the assistance shall be provided consistent with this agreement. Requests may be made through the appropriate agency supervision or through the agencies communications. Requests may be made verbally or in writing. Any police officer may request assistance from a neighboring agency with supervisor oversight. <2.1.3c&d>
 4. Any disciplinary actions arising out of the provision of temporary assistance by any loaned officer shall remain the responsibility of the officer's employing agency.
 5. Radio communications, if necessary, should be on the frequency designated by the requesting agency or on an appropriate mutual aid frequency. <2.1.3f>
 6. The loaned officer shall utilize the uniforms and equipment provided by the officer's employing agency.
 7. The requesting agency specifically does hereby covenant and agree to assume all liability for any act committed by the temporarily assigned or loaned officer which such officer shall commit within the course and scope of his/her temporary assignment with the requesting agency, and the requesting agency does hereby covenant and agree to indemnify and hold harmless the assisting agency for any damages, including the payment of attorneys fees, incurred by the assisting agency pursuant to such temporary assignment.
 8. The requesting agency agrees to hold harmless the assisting agency for any damage to the property of the requesting agency incurred in the course and scope of the temporarily assigned or loaned officer's duties. Further, the assisting agency agrees to hold the requesting agency harmless for any damage to the property of the assisting agency occasioned by such act. This agreement shall not be construed as a bar to any other rights and claims, either direct or by way of subrogation, which either agency shall have against any other party.
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DURATION

Any party may terminate this agreement at any time by giving thirty (30) days notice in writing to the other parties. The termination by one or more parties does not affect the agreement amongst the remaining parties.

LIMITATION

Nothing in this agreement is intended to limit, modify, or abridge any authority of the parties' responsibilities under emergency management or disaster planning.

SO AGREED.

This the _____ day of _____, 2011.

George G. Kehl
Police Chief
Fishers Police Department
Fishers, Indiana

Timothy Green
Police Chief
Carmel Police Department
Carmel, Indiana

Kevin Jowitt
Police Chief
Noblesville Police Department
Noblesville, Indiana



Joel Rush
Police Chief
Westfield Police Department
Westfield, Indiana

Mark Bowen
Sheriff
Hamilton County Sheriff's Department
Noblesville, Indiana

State of Indiana
County of Hamilton

I, _____, a Notary Public of said County and State, do hereby certify that George G. Kehl personally appeared before me this day and acknowledged the due execution of the foregoing **MUTUAL ASSISTANCE AGREEMENT**.

Witness my hand and official seal, this the ____ day of _____, 2011.

My Commission Expires: _____
Date Notary Public

State of Indiana
County of Hamilton

I, _____, a Notary Public of said County and State, do hereby certify

that _____ personally appeared before me this day and acknowledged the due execution of the foregoing **MUTUAL ASSISTANCE AGREEMENT**.

Witness my hand and official seal, this the ____ day of _____, 2011.

My Commission Expires: _____
Date Notary Public

ALL OF WHICH IS APPROVED THIS _____ DAY OF _____ 2011.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

Voting For

Voting Against

Abstain

J. Andrew Cook

J. Andrew Cook

J. Andrew Cook

Jack Hart

Jack Hart

Jack Hart

Mark Heirbrandt

Mark Heirbrandt

Mark Heirbrandt

ATTEST:

Cindy Gossard, Clerk Treasurer