



WESTFIELD FIRE DEPARTMENT

"Weaving the Traditions of our Past into the Realities of our Future."

The mutual aid agreement being presented is a revision of a current agreement with Jackson Fire Territory. The previous agreement was that the City of Westfield Fire Department would respond to assist the Jackson Fire Territory when called to do so. The revision would allow the City of Westfield Fire Department to respond on the initial dispatch to assist on certain call types in the map grids adjoining Washington Twp. This creates a response from both agencies simultaneously.

Currently we have similar agreements with Carmel, Noblesville, Sheridan, and Zionsville which also border Washington Twp. This simultaneous response allows for a faster response in the areas along the borders of the districts.

Joe Lyons

**Jackson Fire Territory/
Westfield
Fire Department
Dual Response Agreement**

Resulting from discussions among officials of the Jackson Fire Territory (JFT), and the Westfield Fire Department (WFD), Hamilton County, Indiana pertaining to the provision of optimum fire and emergency medical services within their jurisdictional boundaries, the following agreement has been reached.

ARTICLE 1 DUAL RESPONSE ASSISTANCE FIRE

- 1.1 RESIDANCE FIRE - WFD shall respond an engine company on the initial dispatch with JFT on any incident requiring a multiple fire apparatus response in quadrants 55A, 55E, 55F
- 1.2 BUSINESS FIRE – WFD shall respond an engine company on the initial dispatch with JFT on any incident requiring a multiple fire apparatus response in quadrants 55A, 55E, 55F.
- 1.3 STRUCTURE FIRE/OTHER - WFD shall respond an engine company on the initial dispatch with JFT on any incident requiring a multiple fire apparatus response in quadrants 55A, 55E, 55F.

ARTICLE 2 DUAL RESPONSE ASSISTANCE MOTOR VEHICLE ACCIDENT

- 2.1 Vehicle Accident with injuries- WFD shall respond an engine company on the initial dispatch with JFT on any incident requiring a multiple fire apparatus response in quadrant 55L

ARTICLE 3 SPECIAL RESPONSES

- 3.1 In the event of an emergency incident involving hazardous materials or specialized equipment, extrication, the use of tankers and etc. Both departments agree that the responding party may bill the property owner/or responsible company and/or party for materials used and services incurred.

ARTICLE 4 RESPONSE OBLIGATIONS

- 4.1 The Westfield Fire Department shall not be obligated to respond as described in this agreement if to do so would endanger the citizens of Westfield fire service district or impair the ability of the Westfield Fire Department to render emergency fire and medical services within its fire service district.

ARTICLE 5 FINANCIAL OBLIGATIONS

- 5.1 Westfield agrees that the services described in this agreement shall be provided without cost.
- 5.2 Westfield Fire Department remains financially responsible for any of its equipment or apparatus that may be lost, stolen, or damaged and any medical expenses incurred by its personnel.

ARTICLE 6 INDEMNIFICATION

- 6.1 The City of Westfield agrees to indemnify and hold harmless the Jackson Fire Territory and their officers, agents, and employees from any and all claims or threat of claims, loss, liability, judgment or lien arising out of negligence of the City of Westfield, the Westfield Fire Department and their officers, agents or employees in connection with this agreement. Such indemnity shall include attorney fees and all cost of other expenses arising there from or incurred in connection therewith.
- 6.2 The Jackson Fire Territory agrees to indemnify and hold harmless the City of Westfield, its Fire Department and their officers, agents, and employees from any and all claims or threat of claims, loss, liability, judgment or lien arising out of negligence of the Jackson Fire Territory and their officers, agents or employees in connection with this agreement. Such indemnity shall include attorney fees and all cost of other expenses arising there from or incurred in connection therewith.

ARTICLE 7 EFFECT

- 7.1 This agreement shall remain in full force and effect until modified or terminated by mutual written consent of the parties or upon thirty (30) days written notice by either party to the other party.

This agreement was signed and agreed upon based on providing the highest of fire and emergency services for the citizens of said quadrants. All parties involved have agreed that this agreement will better serve the greater need of those in need of fire and emergency services by providing quicker response times and sufficient manpower to said incidents.

Additional Terms and Conditions

The following additional terms and conditions shall apply to and govern that certain document entitled Jackson Fire Territory/Westfield Fire Department, Dual Response Agreement, dated _____, 20____, by and between the Jackson Fire Territory (JFT) and the Westfield Fire Department (WFD) governing the provision of optimum fire and emergency medical services along and adjacent to the Jackson Fire Territory/City of Westfield Boundary.

Notwithstanding anything to the contrary, the City of Westfield’s liability with respect to its obligation to indemnify and hold Jackson Fire Territory harmless shall be limited to the maximum of the lesser of (a) the amount of insurance coverage for such claim and in effect at the time of the claim or (b) the amount allowed under the Indiana Tort Claims Act, IC34-4-16.5-4, as amended, at the time of claim or the amount allowed under the Indiana Tort Claims Act, as amended, at the time execution of agreement.

Notwithstanding anything to the contrary, Jackson Fire Territory liability with respect to its obligation to indemnify and hold City of Westfield harmless shall be limited to the maximum of the less of (a) the amount of insurance coverage for such claim and in effect at the time of the claim or (b) the amount allowed under the Indiana Tort Claims Act, IC 34-4-16.5-4, as amended, at the time of claim or the amount allowed under the Indiana Tort Claims Act, as amended, at the time execution of the agreement.

It is so agreed, this _____ day of _____, 20_____.

Jackson Fire Territory Board Member

Jackson Fire Territory Board President

Jackson Fire Territory Board Member

Jackson Fire Territory Fire Chief

Approved by the City of Westfield by and through the Board of Public Works and Safety.

City of Westfield Mayor

Board of Public Works and Safety

City of Westfield Fire Chief

City of Westfield Clerk Treasurer