

GREENWOOD COMMON COUNCIL

RESOLUTION NO. 24-07

**A RESOLUTION OF THE GREENWOOD COMMON COUNCIL APPROVING AN
INTERLOCAL MUTUAL AID AGREEMENT BETWEEN THE CITY OF
GREENWOOD AND THE CONSOLIDATED CITY OF INDIANAPOLIS AND MARION
COUNTY, INDIANA REGARDING FIRE AND EMERGENCY SERVICES
ASSISTANCE**

WHEREAS, The City of Greenwood ("Greenwood") and the Consolidated City of Indianapolis and Marion County ("Indianapolis") share a geographic border and acknowledge that each municipality is vulnerable to a variety of fire, medical, hazardous material, technical rescue, and other types of emergency incidents;

WHEREAS, the Greenwood Fire Department and the Indianapolis Fire Department each operate fire rescue within their corporate limits, including special technical services beyond the scope of structural firefighting, emergency medical services or basic rescue, and Greenwood and Indianapolis recognize the importance and benefit of having an agreement to provide each other short-term assistance in a coordinated and efficient manner when there is an emergency;

WHEREAS, the Greenwood Fire Department and the Indianapolis Fire Department are able and willing to provide back-up and supportive emergency response assistance to each other;

WHEREAS, the Greenwood Common Council desires to approve the attached Mutual Aid Agreement between the Greenwood Fire Department and the Indianapolis Fire Department setting forth the understanding between the parties regarding short-term emergency response assistance;

WHEREAS, Indiana Code § 36-1-7-1 *et seq.* provides that Indiana political subdivisions that engage in a joint undertaking must do so through an interlocal agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE GREENWOOD COMMON COUNCIL AS FOLLOWS:

Section 1. The form of the Mutual Aid Agreement between the City of Greenwood Fire Department and the Indianapolis Fire Department concerning short-term fire and emergency assistance, a copy of which Agreement is attached hereto as Exhibit A and incorporated herein, is in all things approved.

Section 2. The Board of Public Works and Safety ("Board") is hereby expressly authorized to enter into such Mutual Aid Agreement and to make any reasonable amendments in its discretion to promote the health, safety and welfare of the community, and the Board is expressly authorized to bind the City of Greenwood to such amendments.

Section 3. The fully-executed Mutual Aid Agreement shall be submitted to the Attorney General for approval in accordance with Ind. Code § 36-1-7-4 and recorded in the Office of the Recorder of Johnson County. A copy thereof shall be filed with the State Board of Accounts within sixty (60) days of the Agreement taking effect.

Section 4. The sections, paragraphs, sentences, clauses, phrases and words of this Resolution are separable, and if any word, phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs, and sections of this Resolution.

Section 5. This Resolution shall be in full force and effect after its passage and approval by the Mayor of the City of Greenwood.

Passed by the Common Council of the City of Greenwood, Indiana, this 8th day of May, 2024.


Michael Campbell, President
Greenwood Common Council

ATTEST:

I hereby certify that the foregoing within and attached resolution was duly passed by the Common Council of the City of Greenwood, Indiana, at a meeting thereof held on May 8, 2024 by the following vote:

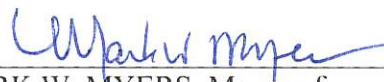
AYE: NAY:

Erin Betron	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Michael Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Linda S. Gibson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ezra Hill	<input checked="" type="checkbox"/>	<input type="checkbox"/>
J. David Hopper	<input checked="" type="checkbox"/>	<input type="checkbox"/>
David Lekse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Teri Manship	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Steve Moan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Michael Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The foregoing and attached resolution passed by the Common Council of the City of Greenwood, Indiana, on the 8th day of May, 2024, is presented by me this 9th day of May, 2024, at 8:00 o'clock A.m., to the Mayor of the City of Greenwood, Indiana.


Jeannine Myers, Clerk

The foregoing and attached resolution passed by the Common Council of the City of Greenwood, Indiana, on the 8th day of May, 2024, is approved by me this 9th day of May, 2024, at 11:00 o'clock A.m.


MARK W. MYERS, Mayor of
the City of Greenwood, Indiana

MUTUAL AID AGREEMENT

This Mutual Aid Agreement ("Agreement") is made and entered into, pursuant to Ind. Code 36-1-7 et. seq., between the **Indianapolis Fire Department** – Marion County, IN ("IFD") and the **Greenwood Fire Department** – Johnson County, IN ("GFD") and is executed pursuant to the terms and conditions set forth herein.

Recitals:

WHEREAS, IFD and GFD (collectively the "parties") wish to provide each other short-term assistance to fires, medical emergencies, hazardous materials incidents, technical rescues and other types of emergency incidents that are within the scope of services provided by fire departments to communities within each other's respective jurisdictional boundaries when necessary and called upon.

THEREFORE, in consideration of the mutual undertakings set forth herein, the sufficiency of which is acknowledged, IFD and GFD agree as follows:

SECTION 1. Definitions

- 1.01. Automatic Aid: The term "Automatic Aid" shall mean the automatic dispatch and response of requested resources without incident-specific approvals or considerations of entity boundaries, used under conditions when time is of the essence to save lives, prevent human suffering, or mitigate property damage following an incident.
- 1.02. Department: The term "Department" shall mean either the Indianapolis Fire Department or the Greenwood Fire Department, depending on the context.
- 1.03. Incident: The term "incident" shall mean an occurrence within a Service District, natural or human-caused, requiring a response from that Service District's Department to protect life or property. Incidents can include, but are not limited to, major disasters, emergencies, terrorist attacks, civil unrest, fires, floods, hazardous materials spills, aircraft accidents, earthquakes, tornadoes.
- 1.04. Incident Commander (IC): The term "Incident Commander" or "IC" shall mean the individual (as designated by the Receiving Department) responsible for all responsive activities during an incident, including the development of strategies and tactics and the ordering and release of resources. The Incident Commander has overall authority and responsibility for: (1) conducting and managing incident operations; and (2) the safety and accountability of all personnel operating on the incident (regardless of Department affiliation).
- 1.05. Indiana Code (Ind. Code): The term "Indiana Code" or "Ind. Code" shall mean the statutes of the State of Indiana, formally known as the Indiana Code.
- 1.06. Move-Up: The term "Move-Up" shall mean the temporary reallocation or reassignment of one or more units and/or equipment to a different fire station or location in order to appropriately cover predetermined geographical response areas.

- 1.07. Mutual Aid: The term "Mutual Aid" shall mean the timely and efficient sharing of capabilities in the form of resources and services upon formal request from a Department.
- 1.08. Visiting Department: The term "Visiting Department" shall mean the Department providing aid and assistance to the Receiving Department in the Service District of the Receiving Department.
- 1.09. Receiving Department: The term "Receiving Department" shall mean the Department requesting or receiving aid and assistance in its Service District from the Visiting Department.
- 1.10. Service District: The term "Service District" shall mean the jurisdictional area of a Department.
- 1.11. Special Technical Services: The term "Special Technical Services" shall mean the specialized or technical training and skills beyond the scope of structural firefighting, emergency medical services or basic rescue.
- 1.12. Third-Party: The term "third-party" (as used in this Agreement) shall not include any Department personnel responding to an incident under this Agreement.

SECTION 2. Operations

- 2.01. Response Obligation. Neither party shall be obligated to respond as described in this Agreement if to do so would endanger the citizens of its Service District or impair its ability to render emergency fire and medical services within its Service District.
- 2.02. Automatic Aid; Terms & Scope.
 - (a) Automatic aid provided by a Visiting Department under this Agreement is limited to fire responses, non-transporting medical emergencies and fill-in.
 - (b) Pursuant to Section 2.02(a), in the event of an incident, the Visiting Department shall dispatch their closest available and most appropriate apparatus on an automatic basis, regardless of jurisdictional boundaries.
 - (c) If the Visiting Department's apparatus is first to arrive at an incident, its most senior commanding officer present shall have authority to carry out the duties of the Incident Commander (or delegate such authority) until relieved by the Incident Commander.
- 2.03. Mutual Aid; Terms & Scope.
 - (a) Emergency Assistance. During an incident, the Incident Commander may request the response of the closest available equipment or personnel of the Visiting Department to assist in bringing an incident under control.

- (b) Move-Up Assistance. During an incident in which the Receiving Department is unable to provide adequate coverage of an area within its Service District because of its response to the incident, the Receiving Department may request the response of the closest available Visiting Department's equipment and personnel to Move-Up to the Receiving Department's station or location to provide coverage.
- (c) Special Tactics and Rescue. In the event of an incident involving hazardous materials, heavy extrication, water supply, wildland fire suppression, support lighting or air cascade, the Receiving Department may request the assistance of the Visiting Department's Special Technical Services personnel and related equipment. In such case, GFD and IFD both agree that the Visiting Department may bill the property owner or responsible entity/company for materials used and for services rendered.

2.04. Incident Command and Control.

- (a) All responding personnel shall comply with the Incident Commander's reasonable directives, regardless of Department affiliation.
- (b) During the period they are engaged in activities authorized by the entity they are visiting, responding personnel affiliated with the Visiting Department shall have the same powers and duties as corresponding personnel employed by the Receiving Department, and shall be subject to all provisions of law as if they were providing services within their own Service District. See Ind. Code 36-1-7-7.
- (c) Each Department has reviewed all safety, accountability and evacuation procedures and all personnel have been trained on such procedures prior to the execution of this Agreement.
- (d) All reasonable efforts will be made to return the Visiting Department's apparatus to run ready status within its home Service District as soon as possible.

2.05. Fire Cause Investigation. The Receiving Department maintains ultimate responsibility for fire cause and origin investigation within their Service District.

SECTION 3. General Terms

3.01. Term of Agreement; Termination.

- (a) The term of this Agreement shall begin upon the date this Agreement is fully executed by the required signatories and shall terminate five (5) years thereafter, unless terminated earlier in accordance with this Agreement.
- (b) This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. No penalty shall accrue for early termination pursuant to this Section 3.01.

3.02. Purpose of Agreement. The purpose of this Agreement is for the parties to provide each other short-term assistance to fires, medical emergencies, hazardous materials incidents, technical rescues and other types of emergency incidents that are within the scope of services provided by fire departments to communities within each other's respective jurisdictional boundaries when necessary and called upon.

3.03. Administration.

(a) Joint Board.

- (1) This Agreement shall be administered by a joint board composed of the Chief of the Indianapolis Fire Department and the Chief of the Greenwood Fire Department or their designees.
- (2) The Board shall meet and confer to address any issues or concerns at the request of either party. However, the Board shall meet at least once every six (6) months.
- (3) The Board shall not have any power to acquire, hold, or dispose of real or personal property to be used in this Agreement.

(b) Financial Reciprocity.

- (1) The parties agree that the services provided and equipment used during an action under this Agreement shall be provided to one another without cost, except pursuant to Section 2.03(c) and where an extraordinary event or force majeure results in a substantial loss of equipment and/or resources, upon which the parties agree to share the costs equally.
- (2) Except as provided in Section 3.03(b)(1) above, each Department remains financially responsible for:
 - (A) all of its own apparatus or equipment that may be lost, stolen, or damaged during its use under this Agreement, regardless of the jurisdiction in which the loss occurs; and
 - (B) any injuries sustained or medical treatment received by its personnel during or related to actions taken under this Agreement, regardless of the jurisdiction in which the injury occurs.
- (3) IFD and GFD shall remain financially independent of each other, and the joint undertaking herein shall not require a budget or financial records separate from those of each party.

3.04. Attorney General Approval. Pursuant to Ind. Code 36-1-7-4, this agreement shall not become effective without approval from the Indiana Attorney General, either by affirmative approval received in writing or by default (pursuant to Ind. Code 36-1-7-4(b)). Such approval certification is included herein as Exhibit A (attached and incorporated into this Agreement by reference).

3.06. Liability.

- (a) The Visiting Department remains responsible for the conduct of its personnel, for their medical expenses, and for their worker's compensation (pursuant to Ind. Code 36-1-7-7).

Ex. A. - Council Res. 24-07

- (b) In the event that an order, directive, or instruction by the Incident Commander is carried out by the Visiting Department's personnel and causes third-party claims, actions, causes of action, judgements, and/or liens, the Incident Commander's Department shall indemnify, defend, and hold the other Department and its respective officers, agents, officials, and employees harmless from such third-party actions. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage provided for herein.

3.07. Entire Agreement.

- (a) This Agreement constitutes the entire agreement between the parties and supersedes all prior mutual aid and dual response agreements, written or verbal, between IFD and GFD. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by IFD or GFD which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated.
- (b) Nothing in this Agreement is intended or to be construed as giving any specific benefits, rights, remedies, or claims to any person or entity, other than the parties.
- (c) This Agreement may be amended and modified only in writing signed by both IFD and GFD.

**EXHIBIT A:
ATTORNEY GENERAL APPROVAL CERTIFICATION**

I, _____, Assistant Corporation Counsel for the Consolidated City of Indianapolis & Marion County, submitted the attached Agreement to the Indiana Attorney General on _____ for his approval, pursuant to Ind. Code 36-1-7-4; and either:

- the Indiana Attorney General provided written approval (attached); OR
- the Indiana Attorney General approved the Agreement by default, as he did not disapprove of the Agreement within sixty (60) days after it was submitted to him (pursuant to Ind. Code 36-1-7-4(b)).

DATE: _____

NAME:
Assistant Corporation Counsel

Ex. A. - Council Res. 24-07

The parties below have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing items of this Agreement, do by their respective signatures dated below agree to the terms thereof.

City of Indianapolis / Board of the Office of Public Health and Safety
Board Resolution attached.

City of Indianapolis / Indianapolis Fire Department:

ERNEST MALONE
Chief of Fire

DATE: _____

Approved as to availability of funding:

SARAH RIORDAN
Controller

DATE: _____

Approved as to Form and Legality:

ADAM C. WICKER
Assistant Corporation Counsel

DATE: _____

City of Greenwood, Indiana / Greenwood Fire Department
by and through its Board of Public Works & Safety:

Kevin A. Hoover, Member

DATE: _____

Jeffrey Colvin, Member

DATE: _____

Shan Rutherford, Member

DATE: _____

ATTEST:

Amanda Leach, Clerk

DATE: _____

Approved as to Form and Legality:

SHAWNA KOONS
City Attorney

DATE: _____