

JOINT INTERLOCAL AND MUTUAL AID AGREEMENT FOR THE NORTHWEST REGIONAL SWAT TEAM

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This Joint Interlocal Agreement (hereinafter, the "Agreement") is made and entered as of the date of the final Municipal entity acceptance below, by and between the Town of Schererville, Lake County, Indiana, a Municipal Corporation; the Town of St. John, Lake County, Indiana, a Municipal Corporation; the Town of Dyer, Lake County, Indiana, a Municipal Corporation; the Town of Griffith, Lake County, Indiana, a Municipal Corporation; the Town of Merrillville, Lake County, Indiana, a Municipal Corporation; the Town of Munster, Lake County, Indiana, a Municipal Corporation; the City of Crown Point, Lake County, Indiana, a Municipal Corporation; and the City of Hobart, Lake County, Indiana, a Municipal Corporation; and the City of Lake Station, Lake County, Indiana, a Municipal Corporation (hereinafter, collectively the "Participating Units").

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RECITALS
WHEREAS, the Participating Units are all political subdivisions and governmental units of the State of Indiana, as municipal corporate entities, duly organized and validly existing under the laws of the State of Indiana, as required by I.C. § 36-1-7-2, *et seq.*; and

WHEREAS, the provisions of I.C. § 36-1-7, *et seq.*, allow governmental entities to make the most efficient use of their powers by enabling them to enter into interlocal agreements to jointly perform powers the separate government entities could individually exercise; and

WHEREAS, the Participating Units have been informed and advised of the requirements of applicable Indiana law, namely, I.C. § 36-1-7 *et seq.*, in order to enter into a legally binding joint interlocal agreement; and

WHEREAS, the Participating Units, and each of them, seek to enter into a joint interlocal agreement in order to organize, fund and operate the Northwest Regional SWAT Team ("NWRS") for the purpose of providing specialized law enforcement personnel and tactics for the benefit of the Participating Units, and the respective citizens thereof, in the event an emergency situation arises and requires the utilization of specialized law enforcement training and equipment; and

WHEREAS, the Participating Units have been further informed and advised that it is in the best interests for the safety and welfare of each respective Participating Unit and its citizens to enter a joint interlocal agreement in order to ensure that citizens of the Participating Units are provided with the proper police protection, tactics and equipment in the event an emergency situation or circumstance arises; and

WHEREAS, the Participating Units each seek to participate to enhance and fulfill their Mutual Aid responsibilities and to support and maintain the NWRS to address and respond to violent crimes, incidents requiring a substantial commitment of resources and incidents and circumstances requiring the application of specialized law enforcement tactics, training and equipment for extended periods of time; and

WHEREAS, incidents of serious criminal nature can and do occur unpredictably and these incidents often require the utilization of a specially trained and equipped unit in order to effectively resolve the situation. These incidents create a demand upon the Participating Units for resources which are better and more economically served by combining the resources of the Participating Units to form the NWRS in order to resolve this added demand, as well as to resolve such situations by utilizing specialized weapons and/or tactics; and

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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WHEREAS, the NWRS shall be specially trained and equipped to provide a cooperative and joint effort among the Participating Units and their respective police departments to respond to and resolve criminal activity of a high-risk nature in accordance with applicable state and federal law, as amended from time to time.

COVENANTS

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the Participating Units agree as follows:

1. CREATION AND AUTHORIZATION

The undersigned Participating Units hereby create and establish the NORTHWEST REGIONAL SWAT TEAM. The NWRS is hereby authorized and directed to fulfill the objectives of this Agreement and the NWRS By-Laws in accordance with applicable law.

2. PURPOSE AND OBJECTIVE

The primary purpose and objective of the NWRS is to respond efficiently and appropriately, based upon the circumstances of each situation, to incidents which create a significant risk to Law Enforcement Officers and the general public, utilizing comprehensive special weapons and tactics training. The NWRS shall be utilized in those cases and situations outlined and described in the "Activation Guidelines", as provided herein and promulgated and approved by the NWRS Board of Directors, when the participation of the NWRS is requested by the Chief of Police, or his/her designee, of a Participating Unit.

3. NWRS ACTIVATION

The NWRS agrees to provide comprehensive special weapons and tactical units and services to the Participating Units in accepted and appropriate cases upon the activation of the NWRS by the Chief of Police, or his/her designee, of the Police Department of the Participating Unit in which the event is occurring (hereinafter, the "Requesting Unit"). The Participating Units, by and through their respective Police Departments, agree that at the onset or discovery of a circumstance in which activation of the NWRS will be requested, the Chief of Police, or his/her designee, shall contact the NWRS Commander upon discovery of a situation or circumstance that meets the NWRS activation guidelines and which he/she determines qualifies for NWRS services. Upon this contact, the NWRS Commander shall communicate and confer with the Requesting Unit Chief of Police, or his/her designee, to review whether NWRS activation shall result.

The following guidelines shall be used to determine case acceptance based upon a case-by-case evaluation, subject to any changes, including additional scenarios, where activation of the NWRS is pre-approved by the NWRS Board of Directors. Any additional scenario or circumstance that arises, for which pre-approval is not herein granted, including any request for activation by a local municipality that is not a Participating Unit as herein defined, shall be in the sole discretion of the NWRS President of the Board of Directors.

ACTIVATION GUIDELINES FOR PARTICIPATING UNITS:

A real, suspected or potential violent crime, including, but not limited to:

- a. Armed/Suicidal Suspect
- b. Barricaded Subject
- c. Hostage Situation
- d. Terrorist Incidents
- e. Sniper Situation
- f. High Risk Apprehension
- g. High Risk Warrant Service
- h. Dignitary Protection
- i. Civil Disturbances
- j. Disaster Assistance
- k. Special Assignments
- l. Any other situation or circumstance that the NWRS Board of Directors may approve for inclusion on this list.
- m. Any other emergency situation in which the NWRS Commander, in his/her discretion, deems activation appropriate under the circumstances.

4. DURATION

The duration of this Agreement shall be perpetual. However, any Participating Unit shall have the right and ability to opt out by providing the NWRS Board of Directors written notice of that Participating Unit's intent to opt out no later than September 1 of a given year. Any opt out by a Participating Unit shall take effect on October 1 of that year, provided that timely notice of the opt out was transmitted as herein provided. In the event a Participating Unit does not provide timely notice of its intent to opt out, the NWRS Board of Directors, in its sole discretion, may still accept said opt out and release the Participating Unit from its obligations effective October 1 of that calendar year. Further, the NWRS Board of Directors shall have the discretion to consider any opt out request not in accordance with this Paragraph.

5. TERMINATION

In the event that the NWRS is terminated, disbanded, dissolved or otherwise ceases to exist, any and all property of the NWRS shall be divided and distributed, in equal shares, to each Participating Unit then participating in the NWRS. Any assets not easily divided shall be sold in accordance with applicable law and the proceeds divided among the Participating Units.

It is expressly understood that if any Participating Unit terminates or withdraws its participation from this Agreement, that Participating Unit shall not be reimbursed for the monies or materials that have been purchased, in part, with funds provided from the Participating Unit now terminating its involvement in this Agreement. Such funds and materials that have been purchased with said funds shall remain the property of the NWRS established herein in the interest of stability and continuing ability of the NWRS to continue operations.

The express terms of this Agreement may not be amended except by a written amendment executed and approved by each of the Participating Units and in conformance with applicable Indiana Law. This Section shall not prevent the Board from amending existing or adopting additional operational policies and procedures that are found to better effectuate the purpose of this Agreement as provided herein.

6. NWRS BOARD OF DIRECTORS

The NWRS Board of Directors (the "Board") shall consist of one (1) member representative from each Participating Unit as assigned by that Participating Unit. The Board shall elect individuals to serve as Chairman, Vice-Chairman and Secretary, consistent with the By-Laws of the NWRS. The Clerk-Treasurer of the Town of Griffith, Lake County, Indiana, shall initially serve as the Fiscal Officer of the Board, and shall be a non-voting Member. Thereafter, upon resignation of said initial Fiscal Officer, the Participating Units shall elect a Clerk-Treasurer from the Participating Units to so serve as Fiscal Officer, with transition to be in conformance with applicable law and the rules, regulations and requirements of the Indiana State Board of Accounts, as each are amended from time to time. The Board shall convene, and using its discretion, either appoint, elect or hire an individual to serve as the NWRS Commander. The NWRS Commander shall be a non-voting Member of the Board, and shall be present at meetings of the Board to provide the Board with recommendations regarding staffing, equipment, training or any other matter. The Board may also elect, appoint or hire an Assistant NWRS Commander if it deems it necessary. The Board shall establish policies and procedures for conducting the hiring of the NWRS Commander/Assistant Commander and shall compile minimum qualifications used to evaluate applicants.

The Board may create and establish any other boards or committees as it determines appropriate. A majority of the Members of the Board shall constitute a quorum for voting purposes. Each Member of the Board shall have one (1) vote, and for a vote to register, the Board Member must be present during the vote. However, if the Board convenes for an emergency meeting to discuss and/or vote on an otherwise unforeseen situation, a majority of the Board can vote to waive the requirement that Members be present to vote, and a vote can be taken telephonically. The Board shall create and develop a NWRS Policy and Procedures Manual for distribution to all NWRS personnel. This Manual shall minimally contain information regarding the replacement of NWRS personnel due to attrition, storage of NWRS property, a code of conduct for NWRS personnel, additional activation procedures and guidelines, NWRS weapons specifications and any other necessary and relevant written Board policies and procedures. The Board shall fix the salary, if any, of the NWRS Commander, and any Assistant Commander, together with a job description and other relevant necessary information by passing a Board Resolution.

The Board's responsibilities shall include, but is not limited to:

- Determination of all policies and procedures of the NWRS;
- Establishment of financial controls and decisions;
- Making decisions and determinations on any problems or issues;
- Making final determinations regarding activation procedures of the NWRS;
- Review of NWRS activities and manpower upon activation, if necessary, however the Board shall not possess any authority to direct the NWRS Commander, Assistant Commander, or staff on the propriety of field operators or strategy;
- Convene not less frequently than quarterly per year to review and discuss NWRS activities, manpower, operations and any other relevant matters;
- Hire, appoint or elect the NWRS Commander and Assistant Commander, if the Board deems an Assistant Commander necessary;
- Determine and schedule training sessions for NWRS personnel;
- Oversee operations of the NWRS;
- Any other matters which the Board, in its discretion, deems necessary for the governing of the NWRS.

Additional meeting requirements, duties of the elected Officers, compensation and other relevant information can be found in the NWRS By-Laws or shall be included in the NWRS Policies and Procedures Manual adopted by the Board hereafter.

7. FINANCING

Each Participating Unit shall be responsible for payment of an annual membership fee in the amount of Four Thousand Dollars (\$4,000.00), for the first year of participation. Thereafter, an annual fee shall be paid in an amount agreed upon by the Board with the Participating Units. This annual fee shall be used for equipment, supplies and salaries necessary for the operation of the NWRS. The Board shall have the discretion to either increase or decrease this participatory membership fee based upon the needs of the NWRS and in accordance with applicable laws, policies and procedures.

Each Participating Unit shall be responsible for the cost and training of its designated NWRS personnel in order to meet the requirements as established by the Board. When a Participating Unit requests and receives the services of the NWRS, that Participating Unit alone shall pay the costs of any activities occurring within the jurisdiction of that Participating Unit, excluding the salaries, wages, benefits, overtime and ordinary travel expenses of the NWRS personnel.

8. STAFFING AND NWRS PERSONNEL

Each Participating Unit shall designate at least one (1) Police Officer (hereinafter, a "Participating Officer") who will be assigned to the NWRS. All NWRS Members shall report to the NWRS Commander or his/her designee during training, when activated, or when on any NWRS assignment. Any and all operational decisions, strategies and circumstances shall be determined by the NWRS Commander with the advice of the Chief of Police of the Requesting Unit.

Each Participating Unit shall furnish its Participating Officer with a vehicle suitable to transport that Participating Officer to an area where the NWRS has been activated. Each Participating Unit shall be solely responsible for the costs of maintaining and insuring said vehicle. Except as otherwise provided herein, all NWRS personnel are deemed to be as continuing employment for their respective Participating Unit when activated as members of the functionally consolidated NWRS. Each Participating Unit shall be solely and exclusively responsible for the compensation, benefits, equipping and training expenses for its Participating Officer(s). All rights, duties, and obligations of the employer and the employee shall remain with that Participating Unit. Each Participating Unit shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions on any applicable collective bargaining agreements and civil service rules and regulations and its disciplinary policies and procedures in accordance with law.

The NWRS shall use funds from the annual participatory membership fees collected hereunder to purchase specialized tactical weapons and equipment, as approved by the Board, for use by NWRS personnel. Any property purchased by the NWRS shall remain the property of the NWRS without any claim of reimbursement by a Participating Unit, unless otherwise provided herein or approved by the Board.

9. RIGHTS, POWERS AND DUTIES OF NWRS PERSONNEL

Pursuant to applicable law, namely I.C. § 36-1-7-7, *et seq.*, NWRS personnel responding to an emergency situation in a Participating Unit shall have the same powers and duties of the Police Officers from that Participating Unit. Said powers and duties shall exist only for the period of time that the emergency situation exists and only exist while the NWRS is engaged in SWAT activities in that Participating Unit. Each Participating Officer shall be subject to all other applicable provisions of law and shall otherwise be treated as if they were providing the services within their own jurisdiction.

10. EQUIPPING OF PARTICIPATING OFFICERS

As provided herein, each Participating Unit shall be responsible for all costs associated with the initial and continued outfitting of its Participating Officer, including but not limited to, clothing and weapons, shall be the sole responsibility of the Participating Unit. Any and all clothing or equipment contributed by a Participating Unit shall remain the property of the Participating Unit. Each Participating Unit shall be responsible for the cost and training of its designated NWRS personnel in order to meet the requirements as established by the Board. When a Requesting Unit requests and receives the services of the NWRS, the Requesting Unit alone shall pay the costs of any activities occurring within the jurisdiction of that Requesting Unit, excluding the salaries, wages, benefits, overtime and ordinary travel expenses.

11. LIABILITIES AND INSURANCE

Each Participating Unit shall accept full and complete liability for its Participating Officers to the extent required by the Indiana Worker's Compensation Act, as amended from time to time, for any and all personal injuries occurring to that Participating Officer while engaged in NWRS activities.

The Participating Units agree that any liability for the negligent or unintentionally tortious actions of the NWRS, the Board or any NWRS personnel working or participating on behalf of the NWRS shall be shared equally between the Participating Units. It is further agreed that no Participating Unit shall be required to pay more than its equal share of the cost of payment of any judgment or settlement for a liability claim which arises out of, and is proximately caused by the actions of the NWRS, the Board or NWRS personnel which is acting on behalf of or in support of the NWRS and acting within the scope of that individual's employment or duties to the NWRS. This risk sharing agreement shall not apply to judgments against any party hereunder for punitive damages or for damages resulting from intentionally tortious actions. Each Participating Unit agrees to hold harmless and indemnify the other Participating Units from any loss, claim or liability arising from or out of the negligent or unintentional tortious actions or inactions of its Officers or employees related to the operation of the NWRS. Such liability shall be equally apportioned among the Participating Units in equal shares.

Each Participating Unit shall be responsible for selecting and retaining legal counsel for itself and any employee or Officer of the Participating Unit who is named in a lawsuit alleging liability arising out of NWRS operations. Each Participating Unit that retains legal counsel shall be responsible for paying the attorney's fees incurred by that counsel. The Participating Units shall not share costs of defense among the other Participating Units unless they specifically agree to have one (1) attorney representing all of them in a particular legal action. The Participating Units, and each of them, agree, that in the event of litigation described herein, whenever any one Participating Unit receives an offer of settlement, that Participating Unit shall, within twenty-four (24) hours of receipt of said offer, transmit same to each of the other Participating Units. No Participating Unit shall have the authority to enter into a settlement with a claimant or plaintiff unless said settlement ends liability of all Participating Units and on behalf of their respective employees and Officers.

12. ADMINISTRATIVE AND OPERATIONAL PROCEDURES

The Participating Units herein agree that all activations within a Participating Unit's jurisdiction that has been accepted by the NWRS Commander shall be conducted according to the policies and procedures of the NWRS as outlined in the NWRS Operating Procedures.

13. ASSET FORFEITURE ON NWRS ACTIVATION CASES

Any assets seized or forfeited during, or received as a result of, an NWRS activation, shall be distributed and used according to applicable Indiana Law. The Participating Unit that requested activation shall be awarded the assets if an ongoing investigation led to the seizure/forfeiture by the NWRS.

14. MISCONDUCT

As provided for herein, each Participating Unit shall be responsible for the conduct of its Participating Officer(s) contributed to the NWRS. Accordingly, any incidents of misconduct shall subject the offending Officer to the disciplinary policies and procedures of the Participating Unit that employed the Officer. Any allegation of misconduct occurring while activated, during NWRS training, or when an Officer is acting in the scope of that Officer's NWRS duties, shall be promptly contained in a written report by the NWRS Commander or his/her designee. Upon the completion of this written report, the NWRS Commander, or his/her designee, shall, within twenty-four (24) hours of the completion of the written report, forward a copy of the written report to the Chief of Police of the Participating Unit that employs that Participating Officer. The Participating Units understand and acknowledge that any disciplinary actions taken will be consistent with the requirements of Indiana Law, particularly I.C. § 36-8-3, *et seq.*, and I.C. § 36-8-3.5, *et seq.*, as applicable, and as each are amended hereafter from time to time during the term of this Agreement. The Board shall not have any authority to discipline a Participating Officer, except, however, the Board shall possess the power to investigate allegations of misconduct by NWRS personnel while acting in the scope of their duties and upon a finding of guilt or culpability, the Board shall have the authority to remove that NWRS personnel from the NWRS. As provided herein, any adverse employment actions must be taken by the Participating Officer's Participating Unit.

15. HEADINGS

The headings and captions in this Agreement are for the convenience and ease of reference only, and shall not be used to construe, interpret, expand or limit the terms of this Agreement.

16. COUNTERPARTS

This Agreement may be signed in counterparts by the Participating Units identified specifically herein, and also any Unit not specifically identified herein who executes a signatory page identifying its intent to enter into this Agreement with all Participating Units who are already identified or signatories to the Agreement must confirm its participation by executing a counterpart. Such Unit entering into this Agreement by a counter-signature page shall also be required to sign a verification statement contained on the counter-signature page that the Unit has received, reviewed and taken all necessary and proper public meeting action, at a duly scheduled and noticed public meeting pursuant to applicable Indiana law.

17. ADDITIONAL DOCUMENTS

The Participating Units hereto, and any future Unit executing a counter-signature page and verification to enter into the Agreement, further agrees to execute any and all additional documents necessary to effectuate the terms and provisions of this Agreement, and to take all necessary and proper public meeting actions, if so required.

[Signature Pages to Follow]

18. PUBLIC MEETING ACTION

The individual(s) executing the counter-signature page hereby acknowledge by executing same that the Participating Unit they represent has undertaken and completed all necessary and proper public meeting action requirements for entry into this Agreement in conformance with applicable Indiana law.

**TOWN OF DYER,
LAKE COUNTY, INDIANA,
a Municipal Corporation**

By: Mary Tenis
Mary Tenis, Town Council President

ATTEST:
Patricia Hawrot
Patricia Hawrot, IAMC, CMC
Town Clerk-Treasurer



18. PUBLIC MEETING ACTION

The individual(s) executing the counter-signature page hereby acknowledge by executing same that the Participating Unit they represent has undertaken and completed all necessary and proper public meeting action requirements for entry into this Agreement in conformance with applicable Indiana law.

**TOWN OF MUNSTER,
LAKE COUNTY, INDIANA,
a Municipal Corporation**

By: John B. Reed, Town Council President

ATTEST:

David F. Schafer
Town Clerk-Treasurer

