BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE

DATE: NOVEMBER 7, 2017

PREVIOUSLY DISCUSSED ITEMS

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS _____

ITEM# #1

SOURCE:

DOCUMENTS PREPARED BY: CHIEF JOWITT

VERBAL:

INFORMATION ATTACHED: XXX

NO PAPERWORK AT TIME OF PACKETS:

BRING PAPERWORK FROM PREVIOUS MEETING:

NOBLESVILLE POLICE DEPARTMENT

135 SOUTH 9th STREET
NOBLESVILLE, INDIANA 46060

Providing for a safe community by reducing crime and disorder utilizing community partnerships.

KEVIN R. JOWITT
CHIEF OF POLICE

PHONE: (317) 776-6339
FAX: (317) 776-6388

TO: Board of Works

FROM: Chief Kevin Jowitt

DATE: October 31, 2017

RE: Firearms Range Memorandum of Understanding

The Noblesville Police Department is requesting the Board to consider the approval of the Memorandum of Understanding between the Noblesville Police Department and the Tipton County Sheriff's Office for use of their firearms range for training purposes.

Thank you for your consideration.

Kevin Jowitt
Chief of Police

Memorandum of Understanding

WHEREAS, The Tipton County Sheriff's Office and _____, have come together for the utilization of the Tipton County Firearms Training Facility, located at 41 East County Road 300 South in Tipton County, Indiana.

WHEREAS, the Tipton County Sheriff's Office is designated as the "Agency" and the _____ will be designated the "Partner".

WHEREAS, the Agency and Partner herein desire to enter into a Memorandum of Understanding setting forth the services to be provided and guidelines to be followed by both the Agency and Partner.

I. Description of Partner Agencies

The Tipton County Sheriff's Office and the Partner are both recognized as law enforcement organizations as defined by Indiana State statute.

II. History of Relationship

- The Partner has utilized the Tipton County Firearms Range for training prior to this Memorandum of Understanding.
- The goal of this Memorandum of Understanding is to provide the Partner with a facility which will be used for training its personnel in the use of department issued/approved firearms, as well as other law enforcement tactics.

III.. Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the Agency and Partner as follows;

1. The Agency will provide and maintain the facility so that it is adequate to conduct law enforcement training. The Agency will provide trash removal and disposal and utility service.
2. The Agency will provide a "master schedule" that will be used for scheduling the use of the firearms range. The Agency will have sole discretion on approving or denying any use of the firearms range.
3. The Partner will possess and provide a copy to the Agency a certificate of liability insurance that will be kept on file. This certificate will only need to be provide one time, unless the liability terms change at which time a new copy will need to be provided to the Agency.
4. The Partner will provide a qualified proctor and/or instructor while conducting department training.
5. The Partner will provide its own firearms, ammunition and targets.
6. The Partner will submit all requests to the Agency's point of contact for prior approval for the use of the firearms range.
7. The Partner will provide a point of contact to the Agency's point of contact for collaboration and scheduling.
8. The Partner will remove all trash, casings and targets after each usage.
9. The Partner will abide by all range rules, both written and verbal as provided by the Agency.

V. Timeline

Roles and Responsibilities under this Memorandum of Understanding will coincide with each calendar year. The Agency may void this Memorandum of Understanding at anytime with written notice given to the Partner. Likewise, the Partner may void this Memorandum of Understanding at anytime with written notice given to the Agency. Each new year a Memorandum of Understanding will be presented to both parties for review and affirmation by signatures.

VI. Commitment to Partnership

This Memorandum of Understanding is effective beginning on the date on which both parties have signed. It shall remain in effect through December 31, 2017.

Agency:	Partner:
Authorized Representative	Authorized Representative
_____ _____	_____ _____
Name / Title Date	Name / Title Date

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this

_____ day of _____ 2017.

_____
JOHN DITSLEAR, MAYOR

_____
LAWRENCE STORK, MEMBER

_____
JACK MARTIN, MEMBER

ATTEST:

_____
EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA