

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) is by and between Zionsville Fire Department, Boone County (“Zionsville”) and Whitestown Fire Department, Boone County (“Whitestown”) for the purpose of conducting a joint hiring process.

WHEREAS, Zionsville and Whitestown both maintain full-time, career, safety board fire departments within their respective towns and,

WHEREAS, Zionsville and Whitestown each desire to establish an eligibility list for the appointment of new members pursuant to IC 36-8-3 and their respective safety board rules and,

WHEREAS, Zionsville and Whitestown desire to enter into an agreement in which Zionsville and Whitestown will work together by combining the processes for selecting applicants for their respective lists; and,

WHEREAS, Zionsville and Whitestown wish to enter into a Memorandum setting forth the working arrangements that each agree are necessary to complete this project;

NOW THEREFORE, Zionsville and Whitestown agree as follows:

I. TERM.

The term of this Memorandum shall be for twenty-six (26) months beginning on April 28, 2014 and ending on June 28, 2016. The provisions of this Memorandum regarding the establishment of an eligibility list shall automatically terminate as to a party to this Memorandum, if prior to the end date provided herein the party begins a process to establish a new eligibility list after June 28, 2015. The provisions of this Memorandum regarding hiring from the eligibility list shall automatically terminate as to a party to this Memorandum, if prior to the end date provided herein the party establishes a new eligibility list.

II. PROCESS.

2.1. JOINT HIRING PROCESS

Zionsville and Whitestown agree to jointly undertake all steps necessary to formulate a joint process to establish their respective hiring eligibility lists, including (i) developing information regarding the process; (ii) preparing and drafting the application documents and testing procedures; (iii) conducting joint advertising and publications; and (iv) jointly testing the applicants.

2.2 TIMETABLE

The tentative timetable is as follows:

1. January 1, 2014 Earliest date CPAT cards can be obtained
2. April 28th, 2014
 - a. Newspapers and other Advertisements #1
 - b. Hiring Packet and Initial Application available at Whitestown Fire Department and Zionsville Fire Department
 - c. Hiring Packet available for download from Whitestown Fire Department and Zionsville Fire Department website
3. May 5th, 2014 Newspapers and other Advertisements #2
4. May 12th, 2014 Newspapers and other Advertisements #3
5. May 16th, 2014 Last day to accept Initial Applications
6. May 24th, 2014 Written testing at Trader's Point Christian Church
7. June 11th - 13th, 2014 WPE, Tunnel Crawl, and Ladder Climb
 - a. Formal paper applications given out after successful completion of these events
8. June 18th - 20th, 2014 Oral Interviews at Zionsville Fire HQ
9. June 26th, 2014 Formal applications with CPAT due at Whitestown Fire Department
10. June 26th, 2014 Formal applications due at Zionsville Fire Department

2.3 TESTING AND SCORING.

The parties agree to jointly enter into an agreement with Institute for Public Safety Personnel, Inc. to create and administer a written aptitude test and oral interview process. The content of the written test and oral interview and the procedures utilized shall be mutually agreed upon by Zionsville and Whitestown. Institute for Public Safety Personnel, Inc. will provide Zionsville and Whitestown with individual applicant scores.....

III. **COSTS**

1. Zionsville and Whitestown will share the costs of testing and scoring.
2. Zionsville and Whitestown will share staffing of testing components as evenly as possible.
3. Zionsville and Whitestown will share the costs of newspaper and other advertisement cost, in the:
 - a. Zionsville Times Sentinel
 - b. Indy Star
 - c. Others as agreed upon

IV. USE OF HIRING LISTS

While Zionsville and Whitestown will use the same process with the same candidates, each will create separate hiring lists, based on the weights assigned by each department to the various aspects of the tests. Zionsville and Whitestown will maintain separate hiring lists and may hire from those lists in the manner prescribed by their respective public safety rules.

V. NON-ASSIGNABILITY

The parties agree that there shall be no authority on the part of Zionsville or Whitestown to delegate, assign or otherwise dispose of any portion of the services to be performed herein without a mutual written agreement between the parties.

VI. BINDING ON SUCCESSORS AND ASSIGNS

The covenants, agreements, and provisions of this Memorandum shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

VII. GOVERNING LAW

This Memorandum shall be construed in accordance with the laws of the State of Indiana, and Boone County, Indiana.

VIII. AMENDMENT

This Memorandum may be amended, modified, or supplemented only by a written instrument signed by each of the parties hereto, and any such amendment may pertain to one or more of the provisions of this Memorandum without affecting the other provisions of this Memorandum.

IX. SEVERABILITY

If any provision of this Memorandum is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Memorandum which can operate independently of such stricken provisions shall continue in full force and effect.

X. NOTICE

Any notice required to be given under this Memorandum shall be deemed given when mailed by certified mail, return receipt requested and properly addressed to the Chief of the Zionsville Fire Department or to the Chief of the Whitestown Fire Department at their respective headquarters address or at such address as may be specified in writing to the other party.

XI. COUNTERPARTS

This Memorandum may be approved and signed in separate counterparts, which together will comprise the Memorandum between the parties.

MEMORANDUM OR UNDERSTANDING FOR JOINT HIRING PROCESS

ZIONSVILLE FIRE DEPARTMENT

Chief James VanGorder

WHITESTOWN FIRE DEPARTMENT

Chief Josh Westrich