

**RESOLUTION NO. 3, 2012**

**AN INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF SOUTHPORT, INDIANA  
AND  
THE CITY OF BEECH GROVE, INDIANA**

*Resolution No. 3, 2012* is a resolution that calls for an Interlocal Agreement between the City of Southport, Indiana (“Southport”) and the City of Beech Grove, Indiana (“Beech Grove”) authorizing Southport to adjudicate infractions and ordinance violations in the City Court of Beech Grove.

**WHEREAS**, both units of government maintain police departments to enforce the duly enacted ordinances to benefit the citizens of their respective jurisdictions; and

**WHEREAS**, Beech Grove maintains a City Court that has jurisdiction over crimes, infractions, and ordinance violations; and

**WHEREAS**, Beech Grove and Southport are located in the same judicial circuit; and

**WHEREAS**, Ind. Code § 33-35-1-6 allows a city or town that has not established a court to enter into an interlocal agreement, under Ind. Code § 36-1-7, with a city or town that has established a court and is located in the same judicial circuit.

**NOW THEREFORE BE IT ORDAINED**, Beech Grove and Southport, acting by and through their Common Councils, jointly agree to the following terms:

- 1) Southport shall file ordinance violations and infractions in the City Court of Beech Grove for adjudication. These violations shall include but not be limited to traffic and zoning violations written on Southport Ordinances.
- 2) Beech Grove shall provide prosecution for Southport filings, the drafting of any deferral program and shall hold Beech Grove harmless for any issues regarding Southport’s use of the City Court.
- 3) Beech Grove shall be responsible for the docketing and collection of all court costs and fines assessed. The distribution of costs shall be allocated as in the normal course of business with the Southport Police Department being the recipient of the Police Training Fund allocations.
- 4) Beech Grove shall collect and distribute fines and costs as per Ind. Code 33-37-4-2.

- 5) Southport shall initiate a Deferral Program (“Program”) with the City Court and shall be responsible for all costs associated with the setting up of said Program. The terms of the program shall be identical to the terms in place for the Beech Grove Deferral Program. It is the intention of the Parties that the programs in place will be identical as to the application and administration of the Program by the City Court Staff.
- 6) It is the agreement between the parties that the City Court shall distribute the funds available from the Program as follows.
  - a. Deferrals for Ordinance Violations
    - i. \$143.50 User Fees to Southport.
    - ii. All other fees associated with the program shall be distributed according to Ind. Code 34-28-5-1.
  - b. Deferrals for Infractions
    - i. \$143.50 to Marion County Prosecutors Office.
    - ii. All other fees associated with the program shall be distributed according to Ind. Code 34-28-5-1.
  - c. In the event of statutory alterations to the administration of deferral agreements, Indiana Code shall supersede this agreement.
- 7) Each party shall execute any and all documents and allocate the necessary personnel to carry out the terms of this Agreement. Southport and Beech Grove shall continue to cooperate to approve plans and procedures for implementation of the use of the City Court of Beech Grove for Southport ordinance violations. In the event there is a dispute concerning said plans, the dispute shall be discussed by a dispute resolution committee consisting of two (2) members from each City’s Common Council.
- 8) In the event there is any additional dispute concerning this Agreement that cannot be resolved by the dispute resolution committee, the parties agree to submit the issue to mediation pursuant to the Indiana Rules of Alternative Dispute Resolution prior to initiating litigation.
- 9) Either party to this interlocal agreement may terminate the agreement upon one hundred and twenty (120) days written notice to the other party. The termination letter shall be served upon the Mayor and President Pro Tempore of the Common Council of the other participating City and shall be sent by Certified U.S. Mail.

ALL OF WHICH IS ORDAINED by the Common Council of the City of Southport, Marion County,  
Indiana this 16<sup>th</sup> day of July, 2012

COMMON COUNCIL OF THE CITY OF SOUTHPORT

AYE

NAY

James Cooney James Cooney \_\_\_\_\_

Nick Schmoll Nick Schmoll \_\_\_\_\_

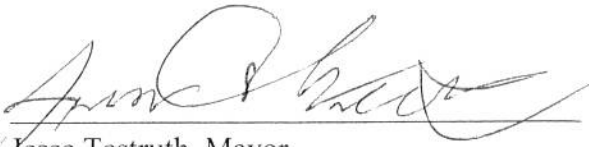
Rose Harrison Rose Harrison \_\_\_\_\_

Larry Tungent Larry Tungent \_\_\_\_\_

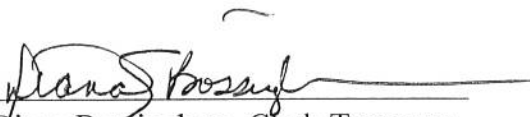
Tom Quinn Tom Quinn \_\_\_\_\_

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APPROVED and signed by the Mayor of the City of Southport, Marion County, Indiana this  
16<sup>th</sup> day of July, 2012.

  
\_\_\_\_\_  
Jesse Testruth, Mayor  
City of Southport, Indiana

ATTEST:

  
\_\_\_\_\_  
Diana Bossingham, Clerk-Treasurer  
City of Southport, Indiana

ALL OF WHICH IS ORDAINED by the Common Council of the City of Beech Grove, Marion County,  
Indiana this \_\_\_\_\_ day of \_\_\_\_\_, 2012

COMMON COUNCIL OF THE CITY OF BEECH GROVE

AYE

NAY

\_\_\_\_\_ Mary Huser-Stewart \_\_\_\_\_

\_\_\_\_\_ Ed Bell \_\_\_\_\_

\_\_\_\_\_ Anthony Davidson \_\_\_\_\_

\_\_\_\_\_ John Jennings \_\_\_\_\_

\_\_\_\_\_ David Harrison \_\_\_\_\_

\_\_\_\_\_ David Mobley \_\_\_\_\_

\_\_\_\_\_ Kathy Coates \_\_\_\_\_

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APPROVED and signed by the Mayor of the City of Beech Grove, Marion County, Indiana this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Dennis Buckley, Mayor  
City of Beech Grove, Indiana

ATTEST:

\_\_\_\_\_  
Dan McMillan, Clerk-Treasurer  
City of Beech Grove, Indiana