

Resolution No.5, 2013

A RESOLUTION ADOPTING, APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAWRENCE AND THE CITY OF BEECH GROVE AUTHORIZING THE CITY OF LAWRENCE TO ADJUDICATE INFRACTIONS AND ORDINANCE VIOLATIONS IN THE BEECH GROVE CITY COURT.

The Common Council hereby adopts as a resolution and approves and authorizes the following Interlocal Agreement with the City of Beech Grove/Lawrence for ordinance and infractions enforcement:

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

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

WHEREAS, the City of Beech Grove, ("Beech Grove") maintains a City Court that has limited jurisdiction pursuant to Ind. Code §33-35-3 et seq. over crimes, infractions and ordinance violations ("City Court"); and

WHEREAS, Beech Grove and the City of Lawrence ("Lawrence") are located in the same judicial circuit; and

WHEREAS, both units of government have an effective history in cooperative efforts that benefit the citizens of their respective jurisdictions; and

WHEREAS, Ind. Code §36-1-2 allows for political subdivisions to jointly exercise powers granted to each of them; and

WHEREAS, Lawrence has requested permission to utilize the City Court for prosecution of its ordinance violations and infractions in order to increase the revenue derived from issuance or ordinance violation tickets; and

WHEREAS, the Agreement for Prosecution Services entered into March 29, 2011 by and between the City of Lawrence, Indiana and the Marion County Prosecutor's Office ("MCPO"), wherein prosecutorial services for violations for the Municipal Code of the City of Lawrence as well as state law infractions issued by the Lawrence Police Department are provided by MCPO and handled by the jurisdiction of Marion Superior Court #13, is a non-exclusive agreement;

NOW THEREFORE, the City of Lawrence and the City of Beech Grove, acting by and through their respective Common Councils, jointly agree to the following:

- 1) Lawrence may file its ordinance violations and infractions in the City Court for adjudication. These violations may include, but not be limited to, traffic and other violations of Lawrence ordinances. These shall be filed through the e-ticket system already being utilized by the Lawrence Police Department or other such system as may be acceptable to both parties. The City Court shall be the legal entity administering this joint undertaking.
- 2) Lawrence shall be responsible for the prosecution of all Lawrence cases through the appearance of the ticketing officer on court day(s), the initial drafting of any deferral program, and the filing of any pre-trial motion (such as a motion to continue for scheduling purposes) on the city's behalf. Lawrence shall hold the City Court and the City of Beech Grove harmless for claims of malicious prosecution filed due to Lawrence's use of the City Court. No separate budget shall be required in Lawrence for this joint undertaking.
- 3) Beech Grove and/or City Court shall be responsible for the docketing and financial aspect of this Agreement (including but not limited to the collection of all court cost and fines assessed and the proper and timely distribution of monies collected), the prosecution of all denied tickets on court hearing days in cooperation with the Lawrence Police Officer(s) who issued the ticket(s). The distribution of costs shall be allocated pursuant to Indiana State Statute through Indiana State Board of Accounts protocols, with the Lawrence Police Department being the recipient of the Police Training Fund allocations.
- 4) Lawrence shall receive 100% of all fines assessed and collected (i.e. the face value of the ordinance citation). All other fees shall be collected and distributed pursuant to current Indiana Code guidelines. The Clerk Treasurer of the City of Beech Grove shall receive, disburse, and account for all monies of the joint undertaking.
- 5) Lawrence shall initiate a Deferral Program ("Program") with the City Court. The terms of the program shall be similar 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 in order to simplify administration of both programs. In all cases, Indiana Code shall dictate how the fees collected through deferral are distributed.
- 6) Each party shall execute any and all documents and allocate the personnel necessary to carry out the terms of this Agreement as required under IC § 36-1-7-3 (A) (5), Lawrence and Beech Grove shall continue to cooperate to approve plans and procedures for implementation of the use of the City Court for Lawrence ordinance violations, including a good faith effort to establish a physical location within Lawrence City Court to hold session when hearing cases involving citizens of Lawrence. In the event there is a dispute concerning any plans or procedures under this Agreement, the dispute shall be discussed by a dispute

resolution committee consisting of one (1) member from each City's Common Council and the Mayors of both Cities.

7) In the event there is any additional dispute concerning this Agreement that cannot be resolved by the dispute resolution committee within a reasonable amount of time, the parties agree to submit the issue to mediation, each party to pay one-half the cost assessed by the mediator, pursuant to the Indiana Rules of Alternative Dispute Resolution prior to initiating litigation.

8) The Agreement is perpetual in duration. However, either party to this interlocal agreement may terminate the agreement upon sixty (60) days written notice to the other party. The termination letter shall be served upon the Mayor of the other participating city and shall be sent by Certified U.S. Mail.

9) Before this interlocal agreement takes effect, it must be recorded with the Marion County Recorder's Office, pursuant to Ind. Code §36-1-7-6. Additionally, not later than sixty (60) days after it takes effect, this interlocal agreement must be filed with the State Board of Accounts.

Ordinance / Resolution Number: 5

Passed by the Common Council of the City of Beech Grove, Indiana this 1st

Day of APRIL 2013.

1st Reading: _____ 3rd Reading: _____

2nd Reading: _____

Common Council for the City of Beech Grove, Indiana

Mary Huser Stewart (Y or N)
Mary Huser Stewart

Edward Bell (Y or N)
Edward Bell

[Signature] (Y or N)
Anthony Davidson

John Jennings

David Harrison (Y or N)
David Harrison

David Mobley (Y or N)
David Mobley

Kathy Coates

Ed Bell
ATTEST: Ed Bell
Council President

Presented by me to the Mayor of the City of Beech Grove, Indiana on this 1st

Day of APRIL, 2013 at 7:30 P.M.

[Signature]
ATTESTED:
Dan McMillan, Clerk Treasurer

Approved by the Mayor of the City of Beech Grove, Indiana this 1st day

of April, 2013, at 7:30 P.M.

Dennis B. Buckley
Dennis B. Buckley, Mayor
City of Beech Grove