

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE TOWN OF SULPHUR SPRINGS, HENRY COUNTY, INDIANA,
AND THE CITY OF NEW CASTLE, HENRY COUNTY, INDIANA
FOR THE TRIAL OF TOWN ORDINANCE VIOLATIONS

WHEREAS, IC 36-1-7.1 et seq. provides, inter alia, for interlocal cooperation agreements between municipalities; and

WHEREAS, IC 33-35-1-6 provides that a town not having a court may enter into an interlocal agreement with a city within its judicial circuit that has such a court to dispose of ordinance violations; and

WHEREAS, the Town of Sulphur Springs does not have such a court and the City of New Castle, which is located within its judicial circuit does; and

WHEREAS, the Town of Sulphur Springs, Indiana (hereafter "Town") desires to contract with the City of New Castle, Indiana (hereafter "City") for use of the services and facilities of the New Castle City Court system in prosecuting town ordinance violations; and

WHEREAS, the City desires to make such services and facilities available to the Town upon the terms and conditions set out below; and

WHEREAS, pursuant to IC 33-35-1-6 and IC 36-1-7-1 et seq., the parties have adopted appropriate ordinances or resolutions authorizing this agreement.

Now the parties agree:

1. DURATION. The agreement shall be in force from its effective date, defined below, until termination as provided below.

2. PURPOSE. The purpose of this agreement is to provide the City's existing services and facilities of its Municipal court system to the Town for prosecution of Town ordinance violations.

3. FINANCING AND STAFFING

A. The City will budget for and provide the following: courtroom space, personnel, equipment and supplies; judge; space, equipment, supplies and personnel services for the filing and statutory retention of pleadings, judgments and other case and court related documents; space, equipment, supplies and personnel services of city clerk-treasurer in receiving, disbursing, and accounting for all monies, including fines and costs. All property provided by the City will remain city property throughout the duration of this agreement and upon termination.

B. The Town will budget for and provide the following:

attorney or other authorized representative to prosecute town ordinance violations; relevant ordinances and penalty schedules.

4. PAYMENT. The City shall retain all court costs collected as payment for its provision of space, personnel, equipment, supplies, and services above. The City Clerk-Treasurer shall collect and disburse all fines to the Auditor of Henry County, in the time and manner of the usual course of the court's business.

5. TERMINATION. Either party may terminate this agreement upon 60 days notice to the other, provided however,

A. Any proceeding commented but not completed at the time of notice may be prosecuted to completion, and

B. No new proceedings will be commenced from and after the time of the notice.

Notice shall be served by certified mail, return receipt requested, or by personal service as follows:

If to City, to the New Castle City Court, at 221 N. Main Street, New Castle, IN 47362; and

If to Town, to the Council at 105 1/2 N. Meridian, P.O. Box 2, Sulphur Springs, IN 47388; or to such other address as may be provided in a notice given in the manner above.

6. EFFECTIVE DATE. This agreement is effective upon the later of the following dates:

- A. the date of its execution,
- B. the date approved by the City fiscal body,
- C. the date approved by the Town fiscal body, or
- D. the date of recordation with the Recorder of Henry County, Indiana.

7. RECORDING AND FILING In addition to recordation with the Recorder of Henry County, this agreement shall not later than sixty (60) days after it takes effect be filed with the State Board of Accounts for audit purposes.

Dated this _____ day of _____, 2012.

TOWN OF SULPHUR SPRINGS
HENRY COUNTY, INDIANA
TOWN COUNCIL

W E Flanagan

James C. Floyd

James L. Linn

ATTEST:

Gracy Hudnut

Clerk-Treasurer

NEW CASTLE, INDIANA
BY ITS MAYOR:

ATTEST:

Clerk-Treasurer, New Castle,
Indiana