

Interlocal Agreement By and Between Hamilton County, Indiana and the City of Westfield, Indiana in Regard to the Youth Assistance Program

RECITALS

- A. The City of Westfield (hereinafter referred to as “City”) implemented a pilot program, which eventually became known as the Youth Assistance Program, to study ways to aid “at-risk” youths in the Westfield Community that are in need of assistance to prevent these youths/juveniles from becoming part of the juvenile and criminal justice system.
- B. The City Youth Assistance Program offers voluntary preventative services and programs to “at-risk” children to keep the children in school, help them lead a productive life, and reduce the incidences of delinquency, status offenses and neglect within the community.
- C. The City and Hamilton County, individually and collectively, have determined that the Youth Assistance Program should be expanded County-wide to offer the same benefits, services and programs to children living in other communities within Hamilton County as well.
- D. I.C. § 36-1-7 permits interlocal agreements by and between governmental entities.
- E. The City and Hamilton County, Indiana (hereinafter referred to as “County”) are governmental entities located with Hamilton County.

AGREEMENT

The County and the City by the undersigned and in consideration of the foregoing conditions and other valuable consideration, the receipt of which is hereby acknowledged, agree to the following:

1. The purpose of this agreement is for joint cooperation in expanding the Youth Assistance Program with the goal of a county-wide program.
2. The County desires to establish a new County employee position of Youth Assistance Program Case Worker/Early Intervention Advocate (Hereinafter referred to as "Case Worker").
3. The Case Worker shall be selected by and operate under the direction of the Hamilton County Juvenile Court Judges with direct supervision provided by the Director of the Youth Assistance Program.
4. The City agrees to completely fund the County position of Youth Assistance Program Case Worker/Early Intervention Advocate in its entirety.
5. The City shall provide the total annual salary/benefit amount of the Case Worker to the County annually in order fund the Case Worker position. For calendar years 2013 and after, the County shall notify the City of the upcoming amounts due by August 15th of each year. The funds shall be paid in one lump sum payment to the Hamilton County Auditor's Office by January 15th of each year. In 2012, because the Case Worker position is being established in the middle of a calendar year, the City shall provide a *pro rata* share of the Case Worker's salary amount based on how many pay periods remain in 2012 after the Case Worker is hired and begins work. This *pro rata* share shall be paid in a lump sum payment

to the County within thirty days after proper execution of this document by both entities and the hiring of the Case Worker.

6. The County shall deposit the City's funds in a special line item established solely to carry out the purpose of this Interlocal Agreement.
7. The County shall use the funds provided by the City for the sole exclusive purpose of providing monetary compensation/salary and/or benefits for the Case Worker position.
8. The County's maintenance of the Case Worker position shall be subject to continued funding by the City.
9. Each party represents to the other parties that:
 - a. The party has all requisite power and authority to carry out the obligations set forth in this Agreement.
 - b. The party has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement.
 - c. This Agreement has been duly entered into and delivered and constitutes a legal valid, and binding obligation of the party, enforceable by its terms and the party is stopped from making a claim based upon the unenforceability of this Agreement.
10. This Agreement shall be effective upon the latest date of:
 - a. Signing by the parties hereto; or
 - b. The passage of appropriate resolutions and ordinances, and recordation of this Agreement with the Hamilton County Recorder.
 - c. For audit purposes, the Hamilton County Auditor shall file this agreement with the Indiana State Board of Accounts within sixty (60) days after this Agreement takes effect as required by I.C. 36-1-7-6.
11. The parties establish a joint board for purposes of administering this agreement.

The board will consist of the one of the Juvenile Court Judges, the Mayor of the

City or the Mayor's designee and the Director of the Youth Assistance Program.

Meeting dates, locations and agenda will be determined by consensus of the joint board.

12. Disputes will be resolved by the joint board as provided for in Section 11 of this Agreement. Upon the joint board's failure to resolve any disputes, the respective executive officers of each party to this Agreement, or their designees, shall resolve the dispute.
13. There will be no jointly held property under this agreement. In the event this agreement is terminated by either party, the County shall maintain all property in possession of the Case Worker.
14. This agreement may be terminated by either party upon sixty (60) days written notice to the other party. If the City intends to terminate this agreement, the City agrees to notify the County of its intent no later than November 1st of each year so that the County has time to notify the YAP case worker employee of the lack of appropriation. Notice to the City shall be served upon the Mayor of the City. Notice to the County shall be served upon both the Judges of Hamilton Superior Court 1 and Circuit Court. The Judges shall then notify the Board of Commissioners and the County Council.

SO AGREED this 10th day of September, 2012.

BOARD OF COMMISSIONERS OF
HAMILTON COUNTY

Steven A. Holt

Steven C. Dillinger

Christine Altman

ATTEST:

Dawn Coverdale, Hamilton County Auditor

ALL OF WHICH IS AGREED by the Hamilton County Council this 5th day of
September, 2012.

HAMILTON COUNTY COUNCIL

James J. Belden

Meredith Carter

Amy Massillamany

Paul Ayers

Rick McKinney

Steve Schwartz

Brad Beaver

ATTEST:

Dawn Coverdale, Auditor

ALL OF WHICH IS AGREED THIS _____ DAY OF _____ 2012.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

John Dippel

John Dippel

John Dippel

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Cindy Spoljaric

Cindy Spoljaric

Cindy Spoljaric

Robert J. Smith

Robert J. Smith

Robert J. Smith

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy Gossard, Clerk Treasurer