

**AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF WESTFIELD, INDIANA
AND
THE CITY OF NOBLESVILLE, INDIANA**

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

WHEREAS, The City of Noblesville (“Noblesville”) maintains a City Court that has jurisdiction of ordinance enforcement; and,

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

WHEREAS, I.C. 37-1-7-2 allow for political subdivisions to jointly exercise powers granted to each of them; and

WHEREAS, that the City of Westfield (“Westfield”) has requested permission to utilize the Noblesville City court for ordinance enforcement.

NOW THEREFORE, the City of Westfield and the City of Noblesville, acting by and through their Common Councils, jointly agree to the following terms:

- 1) Westfield shall file ordinance violations and infractions in the Noblesville City court for adjudication. These violations shall include but not be limited to traffic and zoning violations written on Westfield Ordinances.
- 2) Westfield shall be responsible for the prosecution of all Westfield cases, the drafting of any deferral program and shall hold Noblesville harmless for any issues regarding Westfield’s use of the City Court.
- 3) Noblesville 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 Westfield Police Department being the recipient of the Police Training Fund allocations.
- 4) Noblesville shall retain 50% of all fines assessed and collected. All other funds shall be collected and distributed as per I.C. 33-37-4-2.
- 5) Westfield 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 Noblesville 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.

Six Month Deferrals

- a) \$25.00 dollars to Noblesville.
- b) \$10.00 dollars to the City Court.
- c) \$70.00 dollars to Westfield.

1 Year Deferral

- a) \$45.00 dollars to Noblesville.
- b) \$20.00 dollars to the City Court.
- c) \$100.00 dollars to Westfield.

All other fees associated with the program shall be distributed according to I.C. 33-7-4-2 and I.C. 34-28-5-1.

- 7) Each party shall execute any and all documents and allocated the necessary personnel necessary to carry out the terms of this Agreement. Westfield and Noblesville shall continue to cooperate to approve plans and procedures for implementation of the use of the Noblesville City Court for Westfield ordinance violations. In the event there is a dispute concerning said plans, the dispute shall be discussed by a dispute resolution committee consisting of one (1) member from each City's Common Council and the Mayors for both Cities.
- 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 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.
- 10) In the event that the City Attorney of either jurisdiction has a conflict representing their respective City, the other party's City Attorney shall assume that representation without compensation.

ALL OF WHICH IS AGREED THIS 8th DAY OF DECEMBER, 2008.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

John Dippel

John Dippel

John Dippel

Bob Horkay

Bob Horkay

Bob Horkay

Ken Kingshill

Ken Kingshill

Ken Kingshill

Bob Smith

Bob Smith

Bob Smith

Thomas Smith

Thomas Smith

Thomas Smith

Rob Stokes

Rob Stokes

Rob Stokes

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that THIS INTERLOCAL AGREEMENT was delivered to the Mayor of Westfield

on the _____ day of _____, 2008, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE this Interlocal Agreement

this _____ day of _____, 2008.

J. Andrew Cook, Mayor

I hereby VETO this Interlocal Agreement

this _____ day of _____, 2008.

J. Andrew Cook, Mayor

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ALL OF WHICH IS ORDAINED by the Common Council of the City of
Noblesville, Hamilton County, Indiana this ____ day of December, 2008
COMMON COUNCIL OF THE CITY OF NOBLESVILLE

Aye

Nay

_____ Brian Ayer _____

_____ Mark Boice _____

_____ Roy Johnson _____

_____ Greg O'Connor _____

_____ Mary Sue Rowland _____

_____ Dale Snelling _____

_____ Stephen C. Wood _____

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APPROVED and signed by the Mayor of the City of Noblesville, Hamilton
County, Indiana, this ____ day of December, 2008.

John Ditslear, Mayor
City of Noblesville, Indiana

ATTEST:

Janet Jaros, Clerk-Treasurer
City of Noblesville, Indiana

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266

I affirm under penalties for perjury that I have taken reasonable care to redact each Social Security Number
in this document, unless required by law.

Brian J. Zaiger