

RESOLUTION NO. 2026-04

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF
LAPEL, INDIANA AND THE CITY OF ELWOOD, INDIANA FOR THE
HEARING AND DISPOSAL OF TOWN ORDINANCE VIOLATIONS**

This INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2026, by and between the Town of Lapel (“Lapel”) and the City of Elwood, Indiana (“Elwood”), both of which are Indiana political subdivisions and municipalities, to provide for the hearing and disposal of certain violations of the Lapel’s Code of Ordinances (the “Ordinance Violations”) in the City of Elwood City Court (“City Court”).

WHEREAS, Indiana Code § 33-35-1-6 provides that a city or town that has not established a city or town court may enter into an interlocal cooperation agreement under Ind. Code § 33-35-1 and is located in the same judicial circuit as the city or town that has not established a court to hear and dispose of ordinance violations that would otherwise come under the jurisdiction of a court established by the city or town under Title 33, Chapter 35 of the Indiana Code; and

WHEREAS, Elwood has properly established its City Court pursuant to Title 33, Chapter 35 of the Indiana Code; and

WHEREAS, Ind. Code § 36-1-7 authorizes interlocal cooperation agreements between political subdivisions; and

WHEREAS, Lapel desires to memorialize its agreement with Elwood for use of the services and facilities of the City Court system in hearing and disposing of Ordinance Violations; and

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

WHEREAS, pursuant to Ind. Code § 36-1-7-2(a) and Ind. Code § 36-1-7-3, the Parties have adopted appropriate ordinances or resolutions authorizing this Agreement.

In consideration of their mutual promises herein, the Parties agree as follows:

1. DURATION. This Agreement shall be in force from its effective date, defined below, until terminated as provided below.
2. PURPOSE. The purpose of this Agreement is for the City Court and City of Elwood Traffic Violations Bureau to hear and dispose of Ordinance Violations for Lapel

pursuant to Ind. Code §33-35-1-6 and Ind. Code §34-28-5 *et seq.*

3. FINANCING AND STAFFING.

A. Elwood shall be responsible for budgeting and paying for (i) courtroom space, personnel (staffing), equipment and supplies, including, without limitation, a qualified judge and personnel sufficient for the filing and statutory retention of pleadings, judgments, and other case- and court-related documents; and (ii) space, equipment, supplies and personnel services of the Elwood City Court Clerk to properly receive, disburse, and account for all monies, including fines and costs collected through the disposal of cases before the Elwood City Court. Elwood Common

B. Council shall determine, in its sole discretion, the time and place for all sessions of the Elwood City Court.

C. Lapel shall be responsible for budgeting and paying for an attorney or other qualified and authorized representative to prosecute Lapel Ordinance Violations.

4. PROPERTY. Each party to this Agreement shall be responsible for its own supplies if not otherwise provided herein, and all property provided by either Party will remain that Party's property throughout the duration and after termination of this Agreement.

5. COLLECTION AND PAYMENT OF COSTS AND FINES. Elwood shall remit to the Town of Lapel its penalty fees set forth in the Town of Lapel's Code of Ordinances, as amended from time to time, and Elwood shall retain all court costs collected as payment for its provision of space, personnel, equipment, supplies, and services above and shall disburse all other amounts as provided by law.

6. BOARD. There is hereby established, pursuant to Ind. Code § 36-1-7-3(a)(5), the Joint Operating Board for the Lapel-Elwood City Court Interlocal Agreement (the "Operating Board"). The purpose of the Operating Board shall be to administer the terms of this Agreement. The Operating Board's membership shall consist of the Clerk-Treasurer from Lapel and the City Court Clerk from Elwood, who shall be automatically appointed upon their election or appointment. The Operating Board shall be responsible for assuring that this Agreement is administered in accordance with its terms and conditions and applicable law.

7. NOTICES. Notices shall be served by certified mail, return receipt requested, or by

personal service as follows:

If to Elwood: Common Council President
 City of Elwood
 1505 South B Street
 Elwood, IN 46036

If to Lapel: Town Council President
 Town of Lapel
 1011 Main Street
 Lapel, IN 46051

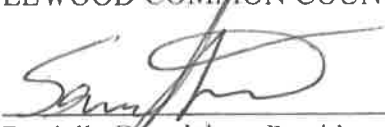
8. TERMINATION. Either party may terminate this Agreement upon ninety (90) days' notice to the other, provided however, any proceeding commenced but not completed prior to termination shall be heard and disposed of to completion pursuant to the terms of this Agreement.

9. RECORDING AND FILING. In addition to recordation with the Recorder of Madison 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.

LAPSEL TOWN COUNCIL

ELWOOD COMMON COUNCIL

Brian Robertson, President



Danielle Dunnichay, President *Sam Tyner*

Date: _____

Date: 2-2-26

Prepared By:
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