

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF JONESBORO, BROOKLAND, BONO, BAY, LAKE CITY, CARAWAY, MONETTE, CASH, EGYPT, BLACK OAK AND CRAIGHEAD COUNTY, ARKANSAS FOR REVENUE AND EXPENSE SHARING OF SUMS COLLECTED IN DISTRICT COURT

WHEREAS, Arkansas Code Annotated § 16-17-707(a)(1) states the district court clerk shall keep a separate accounting record of all fines, penalties, forfeitures, fees, and costs received by him or her for any misdemeanors or violations of the town or city ordinances and all cases which are misdemeanors or violations under state law or traffic offenses which are misdemeanors or violations under state law or town or city ordinance committed within the corporate limits of the town or city where the court sits, where the arresting officer was a police officer or other officer of the town or city, a Department of Arkansas State Police officer or other certified law enforcement officer of the state, or an officer of a private or public college or university located within the corporate limits of the town or city where the court sits; and

WHEREAS, Arkansas Code Annotated § 16-17-707(b)(3) states a town or city that has a police department and does not operate a district court or city court shall receive only the prorated sums collected as provided in § 16-17-1203; and

WHEREAS, Arkansas Code Annotated § 16-17-1203 states a written agreement is mandatory and is to be entered into between the governing body of the town or city and the governing bodies of the political subdivisions that contribute to the operational expenses of the district court; and

WHEREAS, the governing bodies of the cities of Jonesboro, Brookland, Bono, Bay, Lake City, Caraway, Monette, Cash, Egypt, Black Oak and Craighead County, Arkansas (collectively hereinafter referred to as "the parties") desire to formally put into writing the agreement on the disbursement of all fines, penalties, forfeitures, fees, and costs between the governing entities; and

WHEREAS, the parties hereto are authorized to enter into this agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties hereto as follows

Section 1. Collected Sums. The parties hereto agree all sums collected in Craighead County District Court in all nontraffic cases which are misdemeanors or violations of the town or city ordinances and all cases which are misdemeanors or violations under state law or traffic offenses which are misdemeanors or violations under state law or town or city ordinance committed within the corporate limits of the town or city shall be remitted to that city where the offense and/or violation occurred by the Craighead County District Court Clerk on a monthly basis with deductions as outlined herein. The parties hereto understand and agree these sums also include those sums received where the arresting officer was an Arkansas State Police officer. The parties hereto further understand and agree Craighead County shall only receive the sums collected when the offense and/or violation was committed outside the corporate limits of the town or city that is a party hereto.

Section 2. *Cost Sharing.* The parties hereto agree to contribute to the operational expenses of the Craighead District Court according to a prorated amount based on the number of cases filed in Craighead County District Court from each town, city or Craighead County in proportion to the total number of cases filed in Craighead County District Court for the preceding calendar year.

Section 3. *Additional cost.* In addition to the prorated costs outlined above, the cities of Jonesboro, Brookland, Bono, Bay, Lake City, Caraway, Monette, Cash, Egypt, and Black Oak agree to have deducted by the Craighead County District Court Clerk a sum equal to five percent (5%) of the sums received associated with those offenses committed within these cities corporate limits where the arresting officer was an Arkansas State Police officer, as an additional operational cost.

Section 4. *Certification of cases.* Within fifteen (15) days from January 1 of each year of this agreement, the Craighead County District Court clerk shall by order of the District Court certify the number of total cases filed in Craighead County District Court for the preceding calendar year along with the corresponding prorated percentage of each governing body located within Craighead County. Immediately upon certification, the Craighead County District Court Clerk shall provide this certification of cases to each party hereto.

Section 5. *Monthly accounting and disbursement.* The Craighead County District Court Clerk shall remit to the parties hereto those sums received as outlined herein with the proper deductions on a monthly basis.

Section 6. *Term.* The initial term of this agreement shall begin January 1, 2016 and shall continue through December 31, 2016, unless sooner terminated by any of the parties hereto. This agreement shall thereafter automatically renew each January 1. Any party hereto may terminate this agreement by giving the other parties written notice of its intent to terminate at least sixty (60) days prior to the effective date of the termination. However, the only thing modifiable herein is the five percent (5%) administrative fee, as all other terms are dictated and mandatory pursuant to Arkansas law. Upon termination by any party, this agreement shall remain in full force and effect until a new agreement is entered into by the parties, as a written agreement is mandatory under Arkansas law.

Section 7. *Enforceability.* If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

Section 8. *Complete Agreement.* This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent or employee of any of the parties has any authority to modify this Agreement except pursuant to such express authority as may be granted by the governing bodies of the parties hereto.

Section 9. *Execution.* The parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

Section 10. This Agreement shall be construed under the laws of the State of Arkansas.

Section 11. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

Section 12. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

CITY OF JONESBORO

Harold Perrin, Mayor

Dated: _____

Attest

CITY OF BROOKLAND

Kenneth Jones, Mayor

Dated: _____

Attest

CITY OF BAY

Darrell Kirby, Mayor

Dated: _____

Attest

CITY OF BONO

Dan Shaw, Mayor

Dated _____

Attest

CITY OF CARAWAY

Barry Riley, Mayor

Dated: _____

Attest

CITY OF MONETTE

Chub Qualls, Mayor

Dated: _____

Attest

CITY OF CASH

Michael Cureton, Mayor

Dated: _____

Attest

CITY OF EGYPT

Don Scruggs, Mayor

Dated:_____

Attest

CITY OF BLACK OAK

Eddie Dunigan, Mayor

Dated:_____

Attest

CRAIGHEAD COUNTY

Ed Hill, County Judge

Dated:_____

Attest