

MILLCREEK, UTAH
RESOLUTION NO. 19-21

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN
INTERLOCAL COOPERATIVE AGREEMENT WITH
SALT LAKE COUNTY FOR JUSTICE COURT SERVICES**

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on June 24, 2019, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County for Justice Court services; and

WHEREAS, the Utah Local Cooperative Act (Utah Code Ann. § 11-13-101, *et seq.*) (the “*Act*”) provides that two or more entities are authorized to enter into agreements with each other for joint or cooperative action; and

WHEREAS, Salt Lake County (“*County*”) and Millcreek are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into an Interlocal Cooperative Agreement with the County for Justice Court services; and

WHEREAS, an interlocal cooperative agreement has been presented to the Council for review and approval, a copy of which is attached hereto (“*Agreement*”); and

WHEREAS, the Agreement sets forth the purpose thereof, the extent of participation of the parties, and the rights, duties, and responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved with changes approved by the City Attorney, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. 19-21, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 24th day of June, 2019.

MILLCREEK COUNCIL

By: _____
Bev Uipi, Mayor Pro Tempore

ATTEST:

Elyse Greiner, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Marchant	Yes	No
Jackson	Yes	No
Catten	Yes	No
Uipi	Yes	No

JUSTICE COURT SERVICES
Interlocal Cooperation Agreement
between
SALT LAKE COUNTY
and
MILLCREEK

THIS INTERLOCAL AGREEMENT FOR JUSTICE COURT SERVICES (this “*Agreement*”) is made effective this _____ day of _____, 2019, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“*County*”) and **MILLCREEK**, a Utah municipal corporation. County and Millcreek sometimes are collectively referred to herein as the “*Parties*.”

RECITALS:

- A. County operates a “justice court” pursuant to UTAH CODE ANN. § 78A-7-101, *et seq.*
- B. Millcreek and the County have determined that they will enter into an interlocal agreement to permit County to provide justice court services to areas within the city limits of Millcreek.
- C. County is willing to provide its court services to the areas within the city limits of Millcreek as specified in this Agreement.
- D. Pursuant to the authority granted in, *inter alia*, UTAH CODE ANN. § 11-13-101, *et seq.* and UTAH CODE ANN. § 78A-7-105 (collectively, the “*Statutes*”), the Parties desire to enter into an “interlocal agreement” so that County may provide its justice court services to Millcreek.
- E. The Parties acknowledge that their mutual intent under this agreement is that County shall provide its justice court services for those areas specified in this Agreement.
- F. The Parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Statutes, the Parties hereby agree as follows:

Section 1. Scope of Services to be Provided. County agrees to furnish all court services reasonably necessary to enforce and adjudicate within Millcreek city limits all applicable federal and state laws and Millcreek ordinances as outlined in Attachment A. (See Attachment A). The court services provided by County (the “*Court Services*”) shall include, without limitation, the following:

- (a) All related court transport and bailiff services;
- (b) A formal judicial court operation with trained judge(s), , and staff, approved and certified under the Utah Judicial Council standards and policies;
- (c) Daily court operations;
- (d) Secure holding facilities for defendants transported from the jail or prison;
- (e) Complete fiscal management of the Justice Court;
- (f) Complete records management;
- (g) CORIS case management system in compliance with state requirements;
- (h) A qualified, knowledgeable, respectful and cooperative staff;
- (i) Correspondence relating to County Cases on letterhead;
- (j) Timely and complete filings and submittals to offices of the Federal or Utah State government required for proper operation of the Court under Federal or State law;
- (k) Jury pools for jury trials;
- (l) Witness fees, when witnesses are called into the court;
- (m) Interpreters, when called into the court; and
- (n) Outgoing mailing.

Section 2. Performance Standards. County shall provide the Court Services in a professional, ethical manner in full compliance with the federal and state constitutions, all laws, and any and all applicable standards of performance. Any substitute judge shall be accredited and shall have a similar level of experience as a justice court judge as the current chief judge of the Court.

Section 3. Fines and Revenues. The parties agree that the distribution of fines or other revenues from the area governed by this Agreement will flow to County in accordance with Utah Code Ann. §§ 78A-7-120, and then County will account for these fees in accordance with Sections 6 and 7 of this Agreement. This provision does not apply to funds distributed to County from the Alcoholic

Beverage Enforcement and Treatment Restricted Account pursuant to Utah Code Section 32B-2-403, which County shall retain.

Section 4. *Equipment and Facilities.* In performing the Court Services, County shall furnish and supply at its cost all necessary courtrooms and related physical facilities, labor, supervision, equipment, supplies, communication facilities, constables, bailiffs and other items necessary and incident to a modern, well-equipped court facility.

Section 5. *Term.* The term of this Agreement shall commence July 1, 2019 and shall expire on June 30, 2021. Thereafter, this Agreement may be renewed for up to two (2) year-long renewal terms by a writing signed by both parties. Either party may terminate this Agreement at any time, with or without cause, by giving one hundred eighty days prior written notice to the other party. Such termination shall not be considered a breach of contract.

Section 6. *Contract Price.* The Contract Price shall be fixed cost of \$208,663.80, payable monthly at \$17,388.65. If City desires to renew this Agreement for any succeeding period on the same terms and conditions as set forth in this Agreement, except the Contract Price, City shall notify County not later than ninety days before contract termination, or as soon thereafter as practical immediately preceding the expiration of this Agreement, of its desire to renew this Agreement. Within thirty days of receipt of such notice, County shall notify City in writing of its intent to accept such renewal together with a revised fixed cost amount. The revised fixed cost amount shall reflect the adjusted Contract Price for such period. The governing bodies of County and City shall then finalize negotiations concerning, and may grant final approval of such renewal.

Section 7. *Remittance.* County shall bill to City monthly. City shall remit payment to Salt Lake County Mayor's Finance, 2001 South State Street, N4-100, Salt Lake County Utah 84190, no later than thirty (30) days after receipt of County's invoice. If the date a payment is due and payable is (a) a legal holiday, (b) a Saturday, (c) a Sunday, or (d) another day on which weather or other condition have made County offices inaccessible, then the payment shall be due and payable on the next day which is not one of the aforementioned days. If any payment is not remitted to the County when due, the County shall be entitled to recover interest thereon at the rate of eighteen percent (18%) per annum, beginning on the date the remittance is due and payable. To the extent allowed by law, County agrees to credit fines, fees, forfeitures and other revenues received by the County pursuant to this Agreement to the County's fund for its Justice Court.

Section 8. *Employment Status.*

A. ***Official Status.*** County shall have complete control and discretion over the judges and Court personnel, who shall at all times be and remain employees of County.

B. ***Salary, Wages and Benefits.*** Millcreek shall not have any obligation or liability for the payment of any salaries, wages or other compensation to the judges and Court personnel, including, without limitation, any unfunded or underfunded salaries, wages or benefits, to Court personnel.

C. *No Millcreek Employment Benefits.* The judges and Court personnel shall be County employees, and shall have no right to any Millcreek pension, civil service, or any other Millcreek benefits for the Court Services provided hereunder.

Section 9. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below.

Millcreek: MILLCREEK
ATTN: MILLCREEK MAYOR
3932 S. 500 E.
MILLCREEK, UT 84107

With a copy to: John Brems
2798 MATTERHORN
TAYLORSVILLE, UT 84129

Salt Lake County: Salt Lake County
Attn: Justice Court
2001 S State Street #S4-200
SLC, UT 84114

Salt Lake County: Salt Lake County
Attn: District Attorney's Office
2001 S State Street #S3-600
SLC, UT 84114

Section 10. Miscellaneous Provisions.

A. *Applicable Law.* The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

B. *Waiver.* No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

C. *Rights and Remedies.* The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

D. *Severability.* In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

E. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

F. *Interlocal Cooperative Act Approval by Attorneys.* This Agreement is entered into pursuant to the provisions of the Interlocal Cooperation Act and the parties agree to execute, process, approve, and archive this agreement in accordance with the provisions of that Act.

IN WITNESS WHEREOF, County, by resolution of its council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor or designee and attested by its clerk, and Millcreek by resolution duly adopted by its council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor.

MILLCREEK

SALT LAKE COUNTY

By: _____
Mayor or designee

By: _____
Jennifer Wilson, Mayor or designee

Date signed: _____

Date signed: _____

ATTEST:

JUSTICE COURT

City Recorder

By: _____

Date signed _____

Date signed _____

Approved as to Form

By: Megan L. Smith
Megan L. Smith
Deputy District Attorney