

**MILLCREEK, UTAH**  
**RESOLUTION NO. 22-24**

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

**WHEREAS**, the Millcreek Council (“*Council*”) met in regular session on July 26, 2022, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County for justice court prosecution; 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**, Millcreek needs justice court prosecution services, and the County has agreed to provide such services; and

**WHEREAS**, an 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, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution assigned No. 22-24, shall take effect immediately on passage.

**PASSED AND APPROVED** by the Millcreek Council this 26<sup>th</sup> day of July 2022.

**MILLCREEK COUNCIL**

By: \_\_\_\_\_  
**Cheri Jackson**, Mayor Pro Tempore Designee

**ATTEST:**

\_\_\_\_\_  
**Elyse Sullivan**, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

**INTERLOCAL COOPERATION AGREEMENT**  
**Between**  
**SALT LAKE COUNTY**  
**And**  
**MILLCREEK**  
**FOR JUSTICE COURT PROSECUTION SERVICES**

**THIS INTERLOCAL COOPERATION AGREEMENT** (“*Agreement*”) is effective the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **SALT LAKE COUNTY** (“*County*”) on behalf of the Salt Lake County District Attorney’s Office, and **MILLCREEK** (“*City*”).

**RECITALS:**

- A. UTAH CODE ANN. §11-13-102 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the “*Act*”) provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.
- B. County and City are public agencies for purposes of the Act.
- C. City requires legal services to prosecute violations of state and local laws occurring within City’s jurisdiction and filed before the Salt Lake County Justice Court.
- D. County, through the Salt Lake County District Attorney’s Office, has the resources available to provide the legal services City requires.
- E. County and City have agreed to have the Salt Lake County District Attorney’s Office prosecute cases before the Salt Lake County Justice Court on behalf of City.
- H. The Parties, wishing to memorialize their agreement, enter into this Interlocal Cooperation Agreement.

**AGREEMENT:**

**NOW, THEREFORE**, the Parties agree as follows:

Section 1. **Scope of Work.** County, through the District Attorney’s Office, shall provide all legal services related to the prosecution of violations of state and local law occurring within City’s jurisdiction and filed in the Salt Lake County Justice Court including appeals of matters prosecuted by County.

Section 2. **Term.** The term of this Agreement shall be for three years to commence July 1, 2022 and expire on June 30, 2025. Thereafter, this agreement may be renewed for additional two year 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 3. **Contract Price.** The Contract Price shall be actual costs as determined by County with a cost cap of \$200,000.00 for the first year of the Agreement ending on June 30, 2023. The Contract Price's "actual costs" will represent the total expended by the District Attorney's office to provide prosecution services to City and not City's actual costs for prosecution services. Pursuant to Utah Code Section 78A-7-120, Disposition of Fines, a portion of fine and forfeiture revenues collected by justice courts must be remitted by those courts to the treasurer of the local government that provides prosecution services (Prosecution Revenue) and offsets actual costs for prosecution services. Prosecution Revenue is being recouped by City as an offset to the cost City pays for justice court services pursuant to a separate interlocal agreement between City and the Salt Lake County Justice Court.

If County services are going to exceed the cost cap, County shall not provide services or incur expenditures that exceed the cost cap without the written consent of City. For each additional year of this Agreement, County may adjust the Contract Price to reflect expected total actual costs for the upcoming year and shall transmit the Contract Price amount to City before June 30<sup>th</sup> of each year. If City desires to renew this Agreement for any succeeding period on the same terms and conditions as set forth in this Agreement, City shall notify County not later than ninety days before contract termination 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. The governing bodies of County and City may then grant final approval of such renewal.

Section 4. **Remittance.** County shall bill City for each yearly term of this Agreement in twelve monthly increments, each representing County's actual monthly costs, when such costs are calculated by County. City shall remit payment to the Salt Lake County District Attorney's Office, 35 East 500 South, Salt Lake City, Utah 84111, no later than thirty days from date of County's invoice. If any payment is not remitted to the County within thirty days of payment due date (or sixty days from date of invoice), the County shall be entitled to recover interest thereon at the rate of eighteen percent (18%) per annum, beginning on the date the remittance was due and payable.

Section 5. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Interlocal Cooperation Act and other applicable law:

5.1. **No Interlocal Entity.** The parties agree that they do not by this Agreement create an interlocal entity.

5.2. **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's District Attorney or designee and the City's Mayor or designee. The County District Attorney and City's Mayor may, by mutual agreement, develop another process in place of a Joint Board to administer this Agreement.

5.3. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained other than as outlined in this Agreement.

5.4. Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and City in accordance with UTAH CODE ANN. § 11-13-202.5.

5.5. Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to Utah Code Ann. § 11-13-209.

Section 6. **General Provisions.** The following provisions are also integral parts of this Agreement:

6.1. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

6.2. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

6.3. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

6.4. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

6.5. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

6.6. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

6.7. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

6.8. Time of Essence. Time is the essence in this Agreement.

6.9. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

6.10. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

6.11. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

6.12. Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable laws, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

6.13. Ethical Standards. The parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

[Remainder of page intentionally blank. Signature page follows.]

**IN WITNESS WHEREOF**, the City caused this Agreement to be signed by its Mayor or designee and attested by its City Recorder; and the County caused this Agreement to be signed by its Mayor or designee.

**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor Jennifer Wilson or Designee

**ATTEST:**

**MILLCREEK**

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor Jeff Silvestrini or Designee

Date signed \_\_\_\_\_

Date signed \_\_\_\_\_

**Approved As To Form and Legality:**

\_\_\_\_\_  
For Salt Lake County                      Date

\_\_\_\_\_  
For Millcreek                              Date