

TOWN OF APPLE VALLEY
RESOLUTION NO: R-2026-21

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR JUSTICE COURT SERVICES BETWEEN HILDALE CITY (CITY) AND APPLE VALLEY (TOWN)

WHEREAS, Hildale City has previously created and currently operates a justice court in accordance with Title 78A, Chapter 7, Utah Code Ann.;

WHEREAS, the Hildale City Council desires to enter into an Interlocal Agreement for Justice Court Services with Apple Valley to provide justice court services to Hildale City and Apple Valley;

NOW THEREFORE, BE IT RESOLVED by the Apple Valley Town Council as follows:

1. The Town Council approves of the Interlocal Cooperation Agreement for Justice Court Services between Apple Valley and Hildale City, which agreement is attached hereto as Exhibit A.
2. The Town Council authorizes the Mayor and Town Staff, as necessary, to execute and carry out the Interlocal Agreement according to the terms set forth therein.
3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Mike Farrar	_____	_____	_____	_____
Council Member Kevin Sair	_____	_____	_____	_____
Council Member Annie Spendlove	_____	_____	_____	_____
Council Member Scott Taylor	_____	_____	_____	_____
Council Member Richard Palmer	_____	_____	_____	_____

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley

EXHIBIT A
Interlocal Cooperation Agreement for Justice Court Services

INTERLOCAL COOPERATION AGREEMENT FOR JUSTICE COURT SERVICES

This Agreement made and entered into as of the effective date set forth herein by and between the TOWN of HILDALE CITY, a municipal corporation organized under the laws of the State of Utah ("Hildale"), and TOWN of APPLE VALLEY, a municipal corporation organized under the laws of the State of Utah ("Apple Valley")

RECITALS

This Agreement is made and entered into by and between the parties based upon the following recitals:

A. Title 78A, Chapter 7, Utah Code Ann., ("the Act") authorizes and enables each of the parties to establish and operate a justice court for public convenience within or for each party's jurisdiction, subject to Judicial Council certification and the requirements and limitations of the Act.

B. The parties have an interest to serve each party's jurisdiction and obtain economies of scale and serve the public convenience through shared costs of staffing, equipping, and operation of the Court.

C. The parties are authorized by the Utah Interlocal Cooperation Act as set forth in Title 11, Chapter 13, Utah Code Ann., to enter into this Agreement.

D. The parties desire to enter into an agreement to provide justice court services to both cities on the terms and conditions set forth in this interlocal cooperation agreement ("Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Justice Court Services

Hildale shall provide justice court services, including in both criminal and small claims matters, through the Court to Hildale and Apple Valley pursuant to the Act and this Agreement ("Court Services").

2. Territorial Jurisdiction

The jurisdiction of the Court shall extend into the territory within the corporate limits of Hildale, Apple Valley, and such other territory as authorized by law.

3. Court Jurisdiction

The Court shall have the jurisdiction granted to it by the applicable laws and rules of the State of

Utah and, in particular, those granted by Section 106 of the Act. The Court shall have the authority to enforce Hildale's and Apple Valley's respective ordinances.

4. Justice Court Judge Authority

The justice judge of the Court ("Judge") shall have such authority as is granted by the Act and other applicable state law, city ordinances, and rules. Page 1 of 7

5. Place of Holding Court

The Court, its courtroom, and related offices are currently located in the Hildale City Hall, 320 E. Newel Avenue, Hildale, Utah 84784. The Court may be held elsewhere within the Court's territorial jurisdiction as may be appropriate and reasonable under the circumstances in accordance with the Act.

6. Certification

Hildale shall ensure that the Court, at all times, meets the minimum requirements for the certification of a justice court as provided in the Act and applicable regulations of the Utah Judicial Council and Code of Judicial Administration. Hildale shall be responsible to recertify the Court from term to term as necessary.

7. Justice Court Judge

- a. The Judge has been appointed and confirmed by Hildale in accordance with the Act.
- b. In accordance with Section 203 of the Act, the Judge shall be subject to a retention election in which all registered voters within the territorial jurisdiction of the court may vote.
- c. The Judge must meet the requirements specified in Section 201 of the Act and all other requirements of the Act, Utah Judicial Council, and Code of Judicial Administration for justice court judge eligibility and must be certified by the Utah Judicial Council to hold office.
- d. The Hildale City Council may appoint another justice court judge to serve as a temporary Judge in the absence or disqualification of the Court Judge.
- e. In the event of a vacancy in the position of Judge, Hildale shall select and appoint a new, qualified justice court judge in accordance with the Act. Apple Valley may assist the Hildale City Council in its selection and appointment of a new justice court judge by submitting its recommendations before a final appointment is made.
- f. Hildale shall determine and pay the Judge a salary in accordance with Section 206 of the Act and the guidance of the Administrative Office of the Courts as a justice court judge employed by more than one entity.

8. Court Hours and Facilities

- a. All official court business shall be conducted in the courtroom or an office located in the Hildale City Hall or at another location which is conducive and appropriate to the administration of justice.
- b. The hours of the Court shall be posted conspicuously at the Hildale City offices and the Apple Valley offices.

c. The Court shall have regularly scheduled hours at which the judge of the Court shall be present and the hours that the Court shall be open shall be in compliance with any requirements imposed by the Act, Utah Judicial Council, and Code of Judicial Administration.
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d. Hildale shall ensure that the Court is equipped and furnished with computers, recording devices and systems, furniture, security devices, and all other equipment necessary or required by the Act, Utah Judicial Council, and Code of Judicial Administration.

9. Copies of Ordinances and Materials

a. Hildale shall provide the Court with current copies of the Utah State Code, Utah Court Rules, the Justice Court Manual, and all ordinances of Hildale, as well as other legal reference materials as may be determined necessary or required by the Act, Utah Judicial Council, and Code of Judicial Administration, including updates and supplements.

b. Apple Valley shall provide the Court with copies of all current Apple Valley ordinances to be enforced through the Court.

10. Staff and Expenses

a. Adequate, competent, and appropriate staff shall be provided to the Court by Hildale to conduct the business of the Court.

b. Court clerical personnel shall be deemed employees of or independent contractors contracted with Hildale and therefore subject to the selection, supervision, discipline and personnel policies and procedures, as applicable, of Hildale.

c. Hildale shall provide for adequate peace officers to provide security and attend the Court and shall provide a security plan that complies with the Act, Utah Judicial Council, and Code of Judicial Administration.

d. Hildale shall provide sufficient office space, supplies, and other equipment necessary to support Court clerical personnel.

e. Hildale shall be responsible to provide or fund all travel and training costs of the Court, Judge, and clerical personnel.

11. Prosecution and Indigent Defense

Each party shall be separately responsible to contract for or otherwise provide prosecution and indigent defense services for cases brought before the Court in the name of the respective party. The parties may coordinate such services with each other and may contract with the same person, firm, or entity to provide prosecution and indigent defense services, as the parties may agree.

12. Records

The records of the Court shall be maintained at the office of the Court but shall be made available, as required by law, to the parties and to the general public in accordance with the Government Records Access and Management Act as well as applicable court rules. 13. Budget and Cost Sharing

a. The Hildale City Council shall review, decide, and approve the budget for the Court.

b. Hildale shall pay all costs and expenses of the Court and in providing Court Services. In no event shall the capital or operational costs of the Court or of providing Court Services be considered as a deduction from the revenues to be allocated to Apple Valley pursuant Paragraph 14 below.

c. Apple Valley shall pay to Hildale, on a quarterly basis, a shared cost based on the number of court cases submitted to the court during that term. The cost per court case will be derived from the total cost of the court (the court's yearly budget), divided by the total number of court cases to determine an average cost of court services across the board which includes the Judge's and clerical staff's wages and benefits attributable to the Court, security staffing and services, training and travel costs for the Judge and clerical staff, equipping and furnishing the Court and clerical offices, providing office supplies, based on the number of court cases each party has submitted to the court during that term.

As an example: If there were 4,000 cases submitted to the court and the court's budget was \$250,000.00 the average cost per case would be \$62.50. Thus if Apple Valley submitted 1,800 of those cases their cost would be \$112,500.00 for the year which would be invoiced quarterly at \$28,125.00 each quarter. Hildale's cost would be the remaining cost of \$137,500.00 in this example. *Note, this is an example and the actual costs are most definitely less.

d. Hildale shall submit quarterly invoices to Apple Valley for Apple Valley's share of the costs and expenses of providing Court Services, as set forth herein. Payment shall be made within thirty (30) days of each invoice.

14. Distribution of Revenues

a. Each party shall receive all revenues received by the Court attributable to cases and citations originating within each city's municipal boundaries, regardless of the party or entity that opened the case or issued the citation. Such revenues do not include any fines, forfeitures, court or other costs assessed against a party, bail, restitution, program fees or costs allocated to or required to be paid to divisions of the Utah state government, including the Utah State Treasurer under Utah Code 78A-7-120 and any surcharges received pursuant to Title 51, Chapter 9, Part 4, Utah Code Ann.

b. Each party shall be separately responsible to file such reports with and to pay such amounts to the Utah state government and divisions thereof as may be required related to Court revenues received by a party.

15. Reports

In accordance with Section 215 of the Act, the Judge shall file monthly reports with the Office of the Utah State Court Administrator, with copies to Hildale and Apple Valley. The report shall include, at the least, the number of cases, the dispositions entered, and other information required by the Act and Judicial Council. Annually, the Judge shall appear before the city council of each city, if requested, to make a personal report of the Court and its activities as they pertain to the city and to respond to any inquiries of the city council. The parties will invite, with reasonable notice, the city council of the other party to attend and participate in the meeting at which the report of the Judge is to be given.

16. Effective Date

This Agreement shall become effective as of July 1st, 2026.

17. Termination

a. This Agreement shall continue in effect until terminated by:

i. The mutual consent of the parties; or

ii. The submission by either party, with or without cause, of a written notice at least three (3) months prior to the end of the other party's fiscal year or such longer time as may be required by the Act or Judicial Council to dissolve the Court and designate or create a replacement court, as necessary.

b. The termination shall take effect three months after written notification is received.

c. In no event shall the term of the Agreement exceed fifty (50) years.

18. Interlocal Cooperation Act Requirements

a. This Agreement does not create an interlocal entity nor contemplates any organizational changes to any party.

b. Each party shall be separately responsible for budgeting and accounting for costs, expenses, and revenues attributable to the party under this Agreement according to the party's budgetary processes.

c. The parties do not intend to acquire or dispose of real or personal property pursuant to this Agreement, except such personal property as may be required by Paragraphs 8, 9, and 10 of this Agreement. Upon termination of this Agreement, Hildale shall own, be responsible for, and may dispose of all such personal property according to Hildale's ordinances and policies.

d. Hildale shall be the administrator of this Agreement.

e. This Agreement is conditioned upon adoption by resolution of the legislative body of each party in accordance with Section 11-13-202.5, Utah Code Ann.

f. This Agreement shall be conditioned upon the written approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with State law in accordance with Section 11-13-202.5, Utah Code Ann.

19. Authorization

The individuals executing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled and authorized to execute this Agreement on behalf of the parties.

20. Counterparts

This Agreement may be executed in counterparts, whether physical or electronic.

--SIGNATURE PAGES TO FOLLOW--

HILDALE CITY

Title: _____

Attest:

City Recorder

Approved as to Form and Compatibility with State Law

Hildale City Attorney

Town of Apple Valley

Title: _____

Attest:

City Recorder

Approved as to Form and Compatibility with State Law

Town of Apple Valley Attorney