

**AMENDMENT TO INTERLOCAL AGREEMENT GOVERNING THE USE OF THE
SAN JUAN COUNTY JUSTICE COURT BY MONTICELLO CITY**

THIS AMENDED INTERLOCAL AGREEMENT (the “Agreement”) amends that certain Interlocal Agreement previously executed buy not dated, by the Parties, and is made and entered into by and between SAN JUAN COUNTY (the “County”), a political subdivision of the State of Utah, and MONTICELLO CITY (the “City”), a Utah municipal corporation. The County and the City are sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Title 11, Chapter 13 of the Utah Code Annotated (1953, as amended) (the “Interlocal Cooperation Act”) authorizes interlocal cooperation between local governmental entities; and

WHEREAS, Utah Code Annotated § 78A-7-102 authorizes contracts between municipalities and counties regarding the use of justice courts; and

WHEREAS, the County and the City desire to make the most efficient use of the San Juan County Justice Court by cooperating on a basis of mutual advantage; and

WHEREAS, the City desires to contract with the County for justice court services for matters arising under City ordinances and other matters within the Court’s jurisdiction; and

WHEREAS, the County has determined that entering into this Agreement is in the County’s best interest and is authorized to do so under the Interlocal Cooperation Act, Utah Code Annotated § 11-13-101 et seq. (1953, as amended), and has approved this Agreement through the San Juan County Board of Commissioners; and

WHEREAS, the City has determined that entering into this Agreement is in the City’s best interest and is authorized to do so under the Interlocal Cooperation Act, Utah Code Annotated § 11-13-101 et seq. (1953, as amended), and has approved this Agreement through its City Council.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

- 1. Purpose.** The County shall provide justice court services to the City pursuant to Utah Code Annotated § 78A-7-101.1 et seq., through the San Juan County Justice Court (the “Court”).
- 2. Jurisdiction.** The City is authorized and required by law to file with the Court any and all criminal actions prosecuted by the City for violations of City ordinances, state misdemeanors, or other violations within the Court’s territorial and subject-matter jurisdiction.

3. Duration. This Agreement shall remain in effect for five (5) years from the date it is executed by the Parties (the “Initial Term”). After the Initial Term, this Agreement shall automatically renew for successive five-year terms unless either Party provides the other Party with at least one hundred eighty (180) days’ prior written notice of its intent to terminate or amend this Agreement. All renewals shall be on the same terms and conditions, provided that the Parties may agree in writing to amend the amounts paid to the County for services rendered.

4. Fines. Revenue received by the Court shall be generated from the Court’s share of fine revenue (after any required split with the State of Utah) from fine payments received as cases are prosecuted in the Court (the “Gross Revenue”).

5. Prosecution Services. The City shall pay Three Thousand Five Hundred Dollars (\$3,500.00) per month directly to two attorneys and a legal assistant as independent contractors, in the manner and form directed by the prosecutors. This amount is for prosecutorial services provided for matters filed on behalf of the City.

6. Net Revenue. “Net Revenue” means Gross Revenue minus all costs of administering the Court, including salaries for the judge, clerks, and other staff, together with costs of facilities, utilities, postage, and any other costs related to Court administration.

7. Allocation of Costs. From the Net Revenue received by the Court, the County shall reimburse the City in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) each month. After making this payment, the remaining Net Revenue shall be distributed as follows:

a. Thirty percent (30%) to the City Treasurer and seventy percent (70%) to the County Treasurer. All distributions shall be documented with monthly reports and presented to the City Treasurer by the month following the month reported. The security surcharge established by Utah Code Annotated § 78A-7-122 shall not be pooled with fines and forfeitures and shall be distributed according to state law and used for court security purposes.

8. Prosecution. The County shall prosecute cases filed by the City without further remuneration, except as expressly set forth in this Agreement. The City authorizes the County to prosecute any and all City cases filed in the Court. The County may handle City cases in a manner consistent with how the County handles and prosecutes County cases. The City acknowledges and agrees that prosecutorial decisions are within the County’s discretion.

9. **Indigent Defense.** The County shall maintain a system for providing and funding indigent defense counsel when requested and warranted.

10. **Record Review.** The City may review the Court's records at any reasonable time and may audit such records as the City deems appropriate. The County shall cooperate with the City regarding monthly reporting of amounts collected by the Court and disclosure of information reasonably necessary for review or auditing purposes.

11. **Administration.** In satisfaction of the requirements of the Interlocal Cooperation Act and in connection with this Agreement, the Parties agree that:

- This Agreement shall be authorized by resolution of the legislative body of each Party;
- This Agreement shall be reviewed for proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party;
- An original or copy of this executed Agreement shall be filed with the keeper of records of each Party;
- Except as otherwise expressly provided in this Agreement, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement and for any financing of such costs; and
- No separate legal entity is created by this Agreement.

To the extent this Agreement requires administration other than as set forth above, it shall be administered on a case-by-case basis as agreed by the Parties. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement.

If a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, that Party shall do so in the same manner it deals with other property of that Party or as otherwise permitted under Utah law.

12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

13. **Effective Date:** The Effective date of this Agreement shall relate back to January 1, 2026.

14. **Scope:** This Agreement supersedes and replaces in its entirety that certain undated Interlocal Agreement previously executed by the Parties. In the event that any of the terms and conditions in this Agreement conflict with any other contract, agreement, memorandum, the terms of this Agreement shall prevail.

SIGNATURE PAGE

**(INTERLOCAL AGREEMENT GOVERNING THE USE OF THE
SAN JUAN COUNTY JUSTICE COURT BY MONTICELLO CITY)**

DATED THIS ____ DAY OF APRIL, 2026.

ATTEST:

**MONTICELLO CITY,
a Utah municipal corporation:**

Melissa Gill – Secretary

Kevin Dunn – Mayor

Approved as to Form:

City Attorney

DATED THIS ____ DAY OF APRIL, 2026.

**ATTEST:
Commissioners:**

Board of San Juan County

Lyman Duncan – Clerk/Auditor

Lori Maughan – Commission Chair

Approved as to Form:

San Juan County Attorney