

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

THIS AGREEMENT is made and entered into between SAN JUAN COUNTY (hereinafter "County"), a political subdivision of the State of Utah, and MONTICELLO CITY (hereinafter "City"), a Utah municipal corporation, (together referred to as the "Parties").

WHEREAS, Title 11 Chapter 13, Utah Code Annotated, 1953, as amended, provides for interlocal cooperation between local governmental units; and

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

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

WHEREAS, City wishes to contract with County for County to provide justice court services for City; and

WHEREAS, County has determined that it is in the best interest of County to enter into this Agreement, is empowered to enter into this Agreement by the Interlocal Cooperation Act of Utah Code Annotated 11-13-101 *et seq.* (1953, as amended), and has approved, by the San Juan County Board of Commissioners, to enter this Agreement; and

WHEREAS, City has determined that it is in the best interest of City to enter into this Agreement, is empowered by the Interlocal Cooperation Act of Utah Code Annotated 11-13-101 *et seq.* (1953, as amended) to enter into this Agreement, and has approved, by its City Council, to enter this Agreement.

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

1. Purpose. County shall provide justice court services to City pursuant to Section 78A-7-101.1 *et seq.* of Utah Code Ann., through the San Juan County Justice Court.

2. Jurisdiction. City is hereby authorized and required by law to file with the San Juan County Justice Court any and all criminal actions which may be prosecuted by City for violation of City ordinances, State misdemeanors, or other violations that are within the territorial and subject matter jurisdiction of the San Juan County Justice Court.

3. Duration. This Agreement shall be for a term of five (5) years from the date of execution of this Agreement. Term thereafter, the Agreement shall automatically extend for a term of five years unless 180 days' prior written notice is given by either Party to terminate or amend this Agreement. All renewals shall be under the same terms and conditions of this Agreement, provided, however that the parties may agree to amend the amounts paid to County for services rendered.

4. Fines. On relation to matters filed by City in such court shall be remitted as follows: (1) 35% to the City Treasurer and (2) 65% to the County Treasurer. All sums shall be documented with monthly reports and presented to City Treasurer by the month following the month of the report. The security surcharge established by Utah Code Annotated § 78A-7-122 shall not be pooled with the fines and forfeitures and shall be distributed according to state law and utilized for court security purposes.

5. Costs. City recognizes that the cost of the San Juan County Justice Court administration, including salaries of the Judges, Clerks and other staff, and the physical facilities for the San Juan County Justice Court is paid by the County. County shall continue to pay said expenses with no cost to City.

6. Prosecution. County agrees to prosecute the cases filed by City without further remuneration under the terms and conditions contained herein. City agrees and authorizes County to prosecute any and all cases filed in the San Juan County Justice court by City. County is authorized to prosecute and handle City cases in a manner consistent with how County handles and prosecutes County cases. Further, City understands and agrees that prosecutorial decisions are left to the discretion of County and authorizes County to make any and all prosecutorial decisions.

7. Indigent Defendant. County shall maintain a system of providing for and funding of indigent defense counsel where requested and warranted.

8. Record Review. City shall have the right to review the records of the San Juan County Justice Court at any reasonable time and interval and shall have the right to audit such records, as it deems appropriate. County agrees to cooperate with City in the monthly reporting of the amounts collected by the San Juan County Justice Court and with respect to the disclosure of information in the San Juan County Justice Court records for review or auditing purposes.

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

- This Agreement shall be authorized by the legislative body of each Party by resolution;
- This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party;
- An original counterpart or copy of this executed Agreement shall be filed with the keeper of records of each Party;

- Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and
- No separate legal entity is created by the terms of this Agreement.

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

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

10. Applicable Law. County and City agree that this Agreement shall be governed by the laws of the State of Utah.

ATTEST:

Signature: _____
Melissa Gill, City Recorder

MONTICELLO CITY
a Utah municipal corporation

Signature: _____
Bayley Hedglin, Mayor

APPROVED AS TO FORM:

Signature: _____
City Attorney

SAN JUAN COUNTY
a political subdivision of the State of Utah

ATTEST:

Signature: _____
Lyman Duncan, County Clerk/Auditor

Signature: _____
Silvia Stubbs, Commission Chair

APPROVED AS TO FORM:

Signature: _____
County Attorney