

RESOLUTION NO. R-2023-3154

**A RESOLUTION APPROVING THE EXECUTION OF AN INTERLOCAL
AGREEMENT GOVERNING THE USE OF THE WASHINGTON COUNTY
JUSTICE COURT BY TOQUERVILLE CITY, UTAH**

WHEREAS, Toquerville City, Utah, desires to use the Washington County Justice Court in a continuous manner; and

WHEREAS, the Parties have negotiated the Interlocal Agreement, attached as Exhibit A, which provides for the use of the Washington County Justice Court by Toquerville City; and

WHEREAS, it is in the best interest of Washington County to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF WASHINGTON COUNTY, UTAH, that the attached Interlocal Agreement is approved and shall be executed.

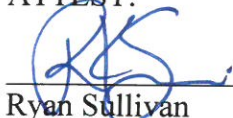
VOTED ON AND PASSED by the Washington County Commission at its regular meeting held on the 18th day of July 2023.

WASHINGTON COUNTY



ADAM SNOW, Chair
Washington County Commission

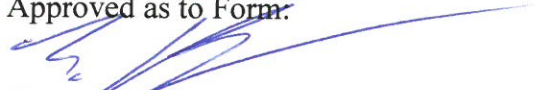
ATTEST:



Ryan Sullivan
Washington County Clerk-Auditor

Commissioner Snow voted Aye
Commissioner Almquist voted Aye
Commissioner Iverson voted Aye

Approved as to Form:



Washington County Attorney

INTERLOCAL AGREEMENT GOVERNING THE USE OF THE WASHINGTON COUNTY
JUSTICE COURT BY TOQUERVILLE CITY

RECITALS

This Agreement is made and entered into between Washington County (hereinafter “County”), a political subdivision of the State of Utah, and Toquerville City (hereinafter “City”), a Utah municipal corporation. The County or City may be referred to as “Party” or collectively as “Parties.”

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

WHEREAS, Utah Code Ann. § 78A-7-102(4) 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 Washington County Justice Court by cooperating on a basis of mutual advantage in the use of such court;

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 by Utah Code Ann. § 11-13-101, *et. seq.*, to enter into this Agreement, and has resolved by Resolution of the Washington 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, are empowered by Utah Code Ann. § 11-13-101, *et. seq.*, to enter into this Agreement, and has resolved by Resolution of its City Council to enter this Agreement.

AGREEMENT

1. **Filing Cases with the Washington County Justice Court:** City is hereby authorized, but not required, to file with the Washington County Justice Court, any and all criminal actions which may be prosecuted by the City for violation of City ordinances, or otherwise, and which are within the territorial and subject matter jurisdiction of the Washington County Justice Court.
2. **Jurisdiction of the Washington County Justice Court:** The Washington County Justice Court shall have jurisdiction over all matters filed by City therein as if established as a justice court for City.
3. **Fines and Forfeitures:**
 - 3.1 All fines and forfeitures collected by the Washington County Justice Court in relation to matters filed by City in such court shall be remitted as follows: (1) 50% to the City Treasurer, and (2) 50% to the County Treasurer.
 - 3.2 All sums due to City shall be remitted to the City Treasurer on a monthly basis by the County Treasurer.
 - 3.3 The security surcharge established by Utah Code Ann. § 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.
4. **Payment to County:** Other than the portion of funds described in Section 3, the County shall receive no compensation under this Agreement.
5. **Monitoring Case Load:**
 - 5.1 County shall provide City with a quarterly report showing for the quarter the following: (1) the number of cases filed by the City in the Washington County

Justice Court, (2) the total amount of fines and forfeitures, and (3) the amount remitted to City from fines and forfeitures.

5.2 City shall have the right to review the records of the Washington County Justice Court related to the City at any reasonable time and interval and shall have the right to audit such records, as it deems appropriate, at least annually.

5.3 County agrees to cooperate with City in the reporting of the amounts collected by the Washington County Justice Court and with respect to the disclosure of information in the Washington County Justice Court records for review or auditing purposes.

5.4 The Parties agree to periodically monitor caseload, operations, and communication associated with this Agreement and to monitor revenues and expenditures on a quarterly basis, at a minimum. However, failure to hold such communications shall not affect the enforceability of the remainder of this Agreement.

6. **Court Costs, Prosecution and Public Defender Fees:**

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

6.2 City shall pay for and hire a prosecutor(s) to prosecute its cases before the Washington County Justice Court.

6.3 City shall pay for and hire a public defender to defend defendants who qualify for a public defender, as set forth in the Utah Code, in City's cases cited into the

Washington County Justice Court; also, City shall pay all witness fees, jury fees, and investigation fees for defendants who qualify for a public defender, and other such costs associated with the cases cited by City into the Court.

6.4 City shall pay all court interpreter fees associated with its cases cited into the Washington County Justice Court.

7. **Effective Date:** The effective date of the Agreement shall be on the latest date that all of the Parties have signed the Agreement, adopted a resolution of approval of the Agreement, and filed the Agreement with the keeper of the records.

8. **Term of the Agreement:**

8.1 This Agreement shall expire on January 31, 2024.

8.2 Each year thereafter, the Agreement shall automatically extend for a term of one year unless 180-day prior written notice is given by any Party to terminate this Agreement.

8.3 All renewals shall be under the same terms and conditions of this Agreement; provided, however that the Parties may agree in writing to amend the amounts paid to County for services rendered.

8.4 Parties may meet approximately 60 days prior to the annual renewal date of the Agreement to review concerns, and make any adjustments necessary to efficiently manage the implementation of the Agreement including prosecutorial fees and minimum fees.

8.4.1 Failure to hold such a meeting or make such adjustments shall not affect the automatic renewal as described in this section.

9. **Counterparts**: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one in the same instrument.

10. **Utah Interlocal Act**: In satisfaction of the requirements of the Utah Interlocal Act and in connection with this Agreement, the Parties agree as follows:

10.1 This Agreement shall be authorized by the legislative body of each Party by resolution;

10.2 This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party;

10.3 An original counterpart, or copy of this executed Agreement, shall be filed with the keeper of records of each Party;

10.4 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;

10.5 No separate legal entity is created by the terms of this Agreement.

10.5.1 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.

10.5.2 No real or personal property shall be acquired jointly by the Parties as a result of this Agreement.

10.5.3 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 as otherwise set forth under Utah law.

11. **Amendment or Modification of Agreement:** This Agreement may not be amended or modified in any respect without the written consent of the Parties hereto.

IN WITNESS WHEREOF, each of the Parties, duly adopted by their governing legislative bodies, copies of which are attached hereto, caused this Agreement to be signed by their executive and attested by their clerk/recorder.

WASHINGTON COUNTY, UTAH

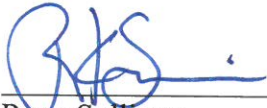


Adam Snow, Chair
Washington County Commission

TOQUERVILLE CITY
a Utah municipal corporation

Justin Sip, Mayor

ATTEST:



Ryan Sullivan
Washington County Clerk-Auditor

ATTEST:

City Clerk/Recorder

APPROVED AS TO FORM:



Deputy County Attorney

APPROVED AS TO FORM:

City Attorney