

REQUEST FOR COUNCIL ACTION

SUBJECT: Discussion and possible action regarding terminating the Interlocal Cooperation Agreement with Taylorsville City for a Temporary Justice Court Judge [Councilmember Haaga]

BACKGROUND:

On December 18, 2013, the City Council voted on an Interlocal Cooperation Agreement with Taylorsville City for a Temporary Justice Court Judge

MOTION RECOMMENDED:

"I move to approve Resolution 14-07, terminating the Interlocal Cooperation Agreement with Taylorsville City for a Temporary Justice Court Judge, as stated in Section 7. of the agreement."

Roll Call vote required

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 14-07

**A RESOLUTION AUTHORIZING THE TERMINATION OF
INTERLOCAL COOPERATION AGREEMENT WITH TAYLORSVILLE CITY
FOR A TEMPORARY JUSTICE COURT JUDGE**

WHEREAS, Wednesday , December 18, 2013, the City Council of the City of West Jordan approved Resolution 13-170, approving an Interlocal Cooperation Agreement with Taylorsville City for providing a Temporary Justice Court Judge; and

WHEREAS, the City Council desires to terminate the Interlocal Cooperation as mentioned above, due to there no longer being a need for the services,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. Terminate an Interlocal Cooperation Agreement for Temporary Justice Court Judge with Taylorsville City, approved by Resolution 13-170, December 18, 2013.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 8th day of January 2014.

KIM V. ROLFE
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

Interlocal Cooperative Agreement for Temporary Justice Court Judge

THIS INTERLOCAL COOPERATIVE AGREEMENT FOR TEMPORARY JUSTICE COURT JUDGE (this "*Agreement*") is made effective _____ by and between the **CITY OF TAYLORSVILLE**, a Utah municipality ("*Taylorsville*"), and the **CITY OF WEST JORDAN**, a Utah municipality ("*West Jordan*"). Taylorsville and West Jordan sometimes are collectively referred to herein as the "*Parties*."

RECITALS:

A. As of the date hereof, the Parties both operate a "justice court" pursuant to UTAH CODE ANN. § 78A-7-101, *et seq.*

B. The Third District Court has entered an order finding the current West Jordan Justice Court Judge to have a bias against the City of West Jordan, its attorneys, management officials, and employees.

C. West Jordan desires to resolve the bias of the current West Jordan Justice Court Judge against West Jordan, its attorneys, management officials, and employees pursuant to UTAH CODE ANN. § 78A-7-208 by appointing the Taylorsville Justice Court Judges as temporary justice court judges with respect to the West Jordan Justice Court.

D. Pursuant to UTAH CODE ANN. § 78A-7-208, Taylorsville has agreed to allow its Justice Court Judges to be appointed temporary West Jordan Justice Court Judges to preside over the West Jordan Justice Court.

E. The Parties have determined that should the West Jordan Justice Court Judge become unavailable for any reason, it is mutually advantageous to enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Statutes, the Parties hereby agree as follows:

Section 1. *Provided Taylorsville Justice Court Judge.* The Third District Court has entered an order finding the current West Jordan Justice Court Judge to have bias against West Jordan, its attorneys, management officials, and employees. Consequently West Jordan has requested that Taylorsville provide a justice court judge on a temporary basis to preside over the West Jordan Justice Court pursuant to the authority granted by Utah Code §78A-7-208.

Section 2. *Location of Court Facilities and Court Clerk Personnel.* It is currently intended that such cases can be heard by the Taylorsville Justice Court Judge in the court room and using the facilities and clerk personnel of the West Jordan Justice Court. If West Jordan clerk personnel become unavailable for any reason, then the parties will work out additional

compensation from West Jordan for the handling of West Jordan cases using Taylorsville clerk personnel.

Section 3. Employment status of the provided Taylorsville Justice Court Judge. Under no circumstances will West Jordan pay the assigned Taylorsville Justice Court Judge directly, reimburse any expenses of said judge, or consider such judge to have any employment or contractual relationship with West Jordan. The Taylorsville Justice Court Judge will at all times remain an employee of Taylorsville and will be paid by Taylorsville at such pay grade and with such benefits as Taylorsville may determine in its sole and absolute discretion.

Section 4. Salary, Wages and Benefits of provided Taylorsville Justice Court Judge. To compensate Taylorsville for the time and services of its Justice Court Judge hearing West Jordan cases, as contemplated in section 3, above, West Jordan will pay to Taylorsville a reimbursement payment equal to \$50.00 per hour of time spent by the Taylorsville Justice Court judge in connection with hearing West Jordan cases. Such reimbursable time includes but is not limited to time spent on the bench, travel time, or chamber time discussing, resolving and deciding West Jordan cases. Taylorsville will prescribe such record keeping by its Justice Court Judge as it sees fit to determine the number of hours spent on West Jordan cases in each month. Taylorsville will submit an invoice to West Jordan monthly representing the reimbursable time of the Taylorsville Justice Court judge assigned to West Jordan cases during the previous month. West Jordan reserves the right to audit Taylorsville's invoices.

Section 5. Transition. West Jordan will use its best efforts to provide for a smooth transition to the arrangements provided in this agreement.

~~**Section 6. Date of Effect and Term of Operation.** The arrangements described in sections 1 through 5 shall take effect immediately upon the signing of this agreement, and subject to termination by either party as described in Section 7, shall continue in force for 3 years.~~

Section 7. Termination. The Parties may terminate this agreement for any reason or no reason, by either party upon providing written notice to the other party, such notice to be received at least 30 days prior to the effective date of termination.

~~**Section 8. Indemnity.** The Parties are governmental entities under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63G-7-101, et seq.) (the "Act"). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act, nor does any party waive any limits of liability currently provided by the Act. West Jordan shall defend Taylorsville from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or equity, relating to or arising from this Agreement.~~

Section 9. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below.

West Jordan: City of West Jordan
Attn. City Manager
8000 SOUTH REDWOOD ROAD
WEST JORDAN, UT 84088

With a copy to: City Attorney
8000 South Redwood Road
West Jordan, UT 84088

Taylorsville: City of Taylorsville
Attn. City Manager
2600 Taylorsville Blvd.
Taylorsville, UT 84129

With a copy to: John Brems
2798 West Matterhorn Drive
Taylorsville, UT 84129

Section 10. Claims and Disputes. Subject to Section 8 above, claims, disputes, and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, the Parties shall continue to share costs and revenues as provided above.

Section 11. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

Section 12. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

Section 13. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Section 14. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings concerning the Temporary Justice Court Judge.

Section 15. Time. Time is the essence of this Agreement.

Section 16. Survival. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

Section 17. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement; but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

Section 18. Rights and Remedies. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

Section 19. Severability. In the event that any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 21. Approval by Attorneys. This Agreement shall be submitted to the authorized attorneys for West Jordan and Taylorsville for approval in accordance with UTAH CODE ANN. §11-13-202.5.

Section 22. Limitations. This Agreement is limited to the temporary appointment of a justice court judge only, and is not a merger of law enforcement, fire response, or any other municipal services with another governmental agency. Nor shall this Agreement be interpreted to support or imply the support of any additional merger of municipal services.

IN WITNESS WHEREOF, West Jordan, by resolution of its council, a copy of which is attached hereto, caused this Agreement to be signed by its mayor and attested by its recorder; and Taylorsville, by resolution duly adopted by its council, a copy of which is attached hereto, caused this Agreement to be signed by its mayor and attested by its recorder.

ATTEST:

CITY OF WEST JORDAN

City Recorder

By: _____
Melissa K. Johnson, Mayor

ATTEST:

CITY OF TAYLORSVILLE

City Recorder

By: _____
Jerry Rechtenbach, Mayor

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

CITY OF WEST JORDAN CITY ATTORNEY

By: _____
Jeffery Robinson, City Attorney

**CITY OF TAYLORSVILLE CITY
ATTORNEY**

By: _____
John N. Brems, City Attorney