

RESOLUTION 19-04

WHEREAS, Hyrum City, Utah, as authorized by law, operates and maintains a Municipal Justice Court, which Justice Court has been certified by the Justice Court Standards Committee of the Utah Administrative Office of the Courts and has a duly appointed and acting Justice Court Judge with the required support personnel and physical facilities; and

WHEREAS, Nibley City has approached Hyrum City regarding the creation of a department in the Justice Court capable of serving the needs of both Hyrum and Nibley as allowed by Section 78-5-102(4), Utah Code Annotated, 1953 as amended; and

WHEREAS, pursuant to the authority granted to the parties by the Utah Interlocal Cooperation Act as set forth in Chapter 13, Title 11, Utah Code Annotated, 1953 as amended and Section 10-1-202, Utah Code Annotated, 1953 as amended, the parties are allowed to enter into a contract which would provide for such a cooperative effort.

NOW, THEREFORE, pursuant to the authority granted by law as noted above, the City Council of Hyrum City, Cache County, State of Utah, hereby adopts, passes and publishes the following:

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT FOR JUSTICE COURT SERVICES FOR NIBLEY CITY.

BE IT RESOLVED, by the City Council of Hyrum City, Cache County, State of Utah, as follows:

1. After due investigation and study, it is the determination of the Hyrum City Council that there is good cause to approve an Interlocal Agreement allowing the Hyrum City Justice Court to provide Justice Court services for both Hyrum City and Nibley City.

2. Nibley City is willing to enter into an Agreement whereby Hyrum City agrees to provide Justice Court services for Nibley City, subject to certain terms and conditions, all as more specifically set forth in the copy of an Interlocal Agreement For Justice Court Services, which is

attached hereto as Exhibit "A" and by this reference made a part hereof.

3. The Mayor and City Recorder of Hyrum are hereby authorized to execute and deliver the original of said Agreement for and in behalf of Hyrum City, provided the execution and delivery of the same is authorized by the Nibley City Council. An executed copy of said Agreement and this Resolution, together with a similar resolution for Nibley City, shall be forwarded to the Utah Administrative Office of the Courts and/or the Utah Judicial Council for review and information.

4. This Resolution shall take effect upon adoption and passage of the same by the City Council.

ADOPTED AND PASSED by the City Council of Hyrum City, Cache County, State of Utah, this 4th day of April, 2019.

HYRUM CITY CORP.

Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

Exhibit A

INTERLOCAL AGREEMENT FOR JUSTICE COURT SERVICES

This Agreement, made and entered into this 28th day of March, 2019 by and between Nibley City, a body politic of the state of Utah, hereinafter referred to as “Nibley”, and Hyrum City, a body politic of the state of Utah, hereinafter referred to as “Hyrum”.

RECITALS

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

- A. Section 78A-7-102, *Utah Code Ann.*, enables Hyrum to operate a justice court for public convenience and establish the appropriate precinct for that court. Accordingly, Hyrum has established and operates the Hyrum City Justice Court.
- B. Nibley is a municipal corporation of the State of Utah and has assumed local responsibility for the jurisdiction of the Nibley City Justice Court as enabled by Section 78A-7-102, *Utah Code Ann.* Pursuant to Section 78A-7-102, *Utah Code Ann.*, Nibley has determined to amend its method of assuming local responsibility for the jurisdiction of its justice court by entering into this Agreement with Hyrum and to adjudicate all matters within the jurisdiction of the Nibley City Justice Court in the Hyrum City Justice Court as more particularly provided herein.
- 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 for the provision of justice court services.
- D. The parties desire to enter into an agreement for the provision of justice court services to both jurisdictions under the terms and provision of this interlocal cooperation agreement.
- E. Hyrum is willing to enter into this Agreement and thereby assume additional jurisdiction.

- F. Nibley hereby reserves its rights to amend its methods of assuming its local responsibility in the future and to operate its municipal justice court in accordance with law in the event that this Agreement is terminated for any reason.
- G. Hyrum reserves its right to enter into similar agreements with other municipalities to provide justice court services to those municipalities on terms as negotiated between Hyrum and such municipalities; provided, however, that such other contracts shall not interfere with Hyrum's performance of the terms of this Agreement.

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

1. **Justice Court Services**

Hyrum shall provide justice court services, including both criminal and small claims, to Nibley pursuant to Section 78A-7-204(4), *Utah Code Ann.*, through the Hyrum City Justice Court.

2. **Territorial Jurisdiction**

The Jurisdiction of the Court shall extend into all of the territory within the corporate limits of Hyrum, the territory within the corporate limits of Nibley 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 78A-7-106, *Utah Code Ann.* The Court shall have the authority to enforce the ordinances of both cities.

4. **Justice Court Judge Authority**

The judge of the Court shall have such authority as is granted by State law and applicable rules and, in particular, Section 78A-7-104, *Utah Code Ann.*

5. Place of Holding Court

- a. Court is currently held in a courtroom in the Hyrum City Justice Court, located at 60 West Main, Hyrum, Cache County, Utah.
- b. The court may be held elsewhere within the Court's territorial jurisdiction as may be appropriate and reasonable under the circumstances.

6. Certification

The Court shall, at all times, meet the minimum requirements for the certification of a justice court as provided in Section 78A-7-103, *Utah Code Ann.*

7. Justice Court Judge

- a. The Justice Court judge has been appointed and confirmed in accordance with law.
- b. In accordance with Section 78A-7-202(7), *Utah Code Ann.*, the Justice Court Judge shall be subject to a retention election in which all registered voters within the territorial jurisdiction of the court may vote.
- c. The Justice Court judge must meet the requirements specified in Section 78A-7-201, *Utah Code Ann.* for Justice Court Judge eligibility and be certified by the Utah Judicial Council to hold office.
- d. The Justice Court Judge shall be paid a fixed compensation established by resolution of the Hyrum City Council and which meets the requirements of Section 78A-7-206, *Utah Code Ann.* The compensation shall be reviewed annually by Hyrum and adjusted as may be appropriate.
- e. The Justice Court Judge shall comply with all state requirements for continuing education and attend all orientation and training sessions required by law and the Utah Judicial Council.

- f. The Hyrum City Council may appoint another Justice Court Judge who meets eligibility requirements of state law, within Hyrum to serve as a temporary Justice Court Judge in the absence or disqualification of the Justice Court Judge.
- g. In the event of a vacancy in the position of Justice Court Judge, the Justice Court Advisory Committee shall assist the Hyrum City Council in its selection and appointment of a new Justice Court Judge by submitting recommendations and performing such other tasks as assigned to it by the Council.

8. **Court Hours and Facilities**

- a. All official court business shall be conducted in the courtroom or an office located in the Hyrum City Hall or at another location which is conducive and appropriate to the administration of justice and allowed by law.
- b. The hours of the Court shall be posted conspicuously at the Hyrum City Hall and at such public buildings located within Nibley as may be deemed appropriate by Nibley.
- 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 either State law or the Utah Judicial Council.
- d. The name assigned to the Justice Court shall be the Hyrum City Justice Court.

9. **Copies of Ordinances and Materials**

Hyrum shall provide the Court with current copies of the *Motor Vehicle Laws of the State of Utah*, the *Utah Code annotated*, the *Justice Court Manual* published by the State Court Administrator's Office, State laws affecting local government, and all ordinances of Hyrum, as well as other legal reference materials as may be determined necessary, including updates and supplements. Nibley shall provide the Court with copies of all current Nibley ordinances to be enforced through the Court, and updates and amendments.

10. Staff and Expenses

- a. Adequate, competent and appropriate staff shall be provided to the Court to conduct the business of the Court.
- b. Court clerical personnel shall be deemed employees of Hyrum and therefore, subject to selection, supervision, discipline and personnel policies and procedures of Hyrum as set forth in the *Hyrum City Personnel Policy*.
- c. The cost and expenses for travel and training of clerical personnel and training sessions conducted by the Judicial Council shall be the responsibility of Hyrum.
- d. Hyrum shall assume responsibility for all facilities, supplies, equipment, court personnel, and judicial and clerical training expenses of the Court, but not prosecution and related direct costs as provided by Section 12 of this Agreement. In no event shall court space costs, either capital or operational, be considered as an expense in computing the Nibley percentage of net revenues to be allocated to Nibley pursuant to Paragraph 14 below.

11. Records

- a. The records of the Court shall be maintained at the office of the Court but shall be made available, as required by law, to parties and the general public in accordance with the *Government Records Access and Management Act* as well as applicable court rules.
- b. Hyrum and Nibley shall work together to complete the transfer of such records as are necessary and appropriate from the Nibley City Justice Court to the Hyrum City Justice Court to implement this Agreement, including records and files of open cases, collections and other relevant matters.

12. Prosecution and Related Direct Costs

The costs for prosecution of all cases brought before the Court in which Nibley is a party or in which the violation of Nibley City ordinances is an issue shall be the responsibility of Nibley, including the payment of all direct costs therefore, and shall be deducted from the distribution of

court revenue, as detailed in Section 14 of this agreement, prior to distribution of funds to Nibley. Such prosecution/direct costs shall include, but not be limited to, fees of the Nibley City Prosecutor, indigent defense fees and costs, witness fees, interpreter fees, jury costs, transportation costs for defendants, jail costs, and all other fees and costs directly associated with the prosecution and defense of Nibley City cases in the Hyrum City Justice Court, exclusive of the expenses described in Section 10.d., of this Agreement.

13. Budget

- a. Hyrum shall review, determine and approve the budget for the Court.
- b. Budget approval for the Court shall be in accordance with the provisions of the *Uniform Fiscal Procedures for Cities* as set forth in Title 10, Chapter 6, *Utah Code Ann.*
- c. The fiscal year for the Court shall be from July 1 to June 30 of each year.

14. Distribution of Court Revenue

The parties have reviewed and considered various economic benefits and consequences to both parties and other factors of Hyrum and Nibley in order to determine the full and unique circumstances of the parties and what is the appropriate and reasonable allocation of justice court revenues. Based upon this review and consideration, as well as the negotiations involved, the parties have determined that the allocation of justice court net revenues, calculated as provided in paragraph 14(e) of this Agreement, is as follows:

- a. The allocation and distribution of the net revenues of the Court shall be determined and made quarterly on the following basis:
 - 1) Fifty percent (50%) of the net revenues attributable to citations issued by the Utah Highway Patrol, Cache County Sheriff's Department and any other agency which would cite and be cited into the Nibley City Municipal Justice Court, if such court were to continue to exist and receive cases, shall be allocated to Hyrum.

- 2) Fifty percent (50%) of the net revenues attributable to citations issued by the Utah Highway Patrol, Cache County Sheriff's Department and any other agency which would cite and be cited into the Nibley City Municipal Justice Court, if such court were to continue to exist and receive cases, shall be allocated to Nibley.
- b. The allocation of revenues may be reviewed upon the request of either party and may be adjusted by an addendum to this Agreement agreed to and signed by both parties.
- c. An accounting of all revenues and expenses of the Court, as well as distribution of the revenues to the parties shall be made quarterly to the parties.
- d. In those cases which are open in the Nibley City Municipal Justice Court and which are transferred as open cases to the Hyrum City Justice Court, if a fine has been imposed as part of a sentence and funds are continued to be collected on that case, the allocation of the net revenues actually collected shall be fifty-percent (50%) to Hyrum and fifty-percent (50%) to Nibley.
- e. "Net revenues", for the purpose of this Agreement, means the total of all fines, bail forfeitures and filing fees actually received by the Court related to cases, criminal or civil, for each City, respectively, less any court or other costs assessed against a party, bail, restitution, program fees or costs or any surcharges received pursuant to Title 51, Chapter 9, Part 4, *Utah Code Ann.* and paid or payable to the State of Utah or other agency required by law.
- f. Hyrum shall not be obligated to pay, nor Nibley entitled to receive, any interest on the share of the net revenues allocated and distributed to Nibley.

15. **Reports**

- a. In accordance with Section 78A-7-215, *Utah Code Ann.*, the Justice Court Judge shall file monthly reports with the Office of the Utah State Court Administrator as well as copies to Hyrum and Nibley. The report shall include, at the least, the number of cases,

the dispositions entered and other information as specified in forms provided by the State Court Administrator's Office.

- b. Annually, the Justice Court Judge shall appear before the Nibley City Council, if requested to do so, for the purpose of making a personal report of the Court and its activities as they pertain to Nibley and to respond to any inquiries of the Nibley City Council.

16. Effective Date

This Agreement shall become effective July 1, 2019.

17. Transition

- a. All citations issued on or after July 1, 2019 will be cited and forwarded to the Hyrum City Justice Court.
- b. All cases that are open as of July 1, 2019, shall be transferred to the Hyrum City Justice Court.
- c. Nibley shall notify all agencies that currently cite cases in the Nibley City Justice Court of the transfer of cases to the Hyrum City Justice Court and the requirement that all citations issued on or after July 1, 2019, be cited into the Hyrum City Justice Court.

18. Termination

- a. This Agreement shall continue in effect until terminated by:
 - 1) The mutual consent of the parties; or
 - 2) The submission by either party, with or without cause, of a written notice six (6) months prior to the end of Hyrum's fiscal year.
- b. The termination shall take effect at the end of Hyrum's fiscal year.
- c. In no event shall the term of this Agreement exceed fifty (50) years.

19. Resolutions of Approval

This interlocal cooperation Agreement shall be conditioned upon its adoption by resolution of the legislative body of each party in accordance with Section 11-13-202.5, *Utah Code Ann.*

20. Attorney Opinions

This interlocal cooperation 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.*

21. 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 to execute this Agreement on behalf of the parties.

WHEREFORE, the parties hereto have signed this Agreement the day and year first above written.

Hyrum City

Hyrum City

By _____
Shaun Dustin, Mayor

By _____
Stephanie Miller, Mayor

Attest:

Attest:

David N. Zook, City Recorder

Stephanie Fricke, City Recorder

Approved as to Form
And Compatibility with State Law

Approved as to Form
And Compatibility with State Law

, Nibley City Attorney

, Hyrum City Attorney