

RESOLUTION 10-04

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, Paradise has approached Hyrum City regarding the creation of a department in the Justice Court capable of serving the needs of both Hyrum and Paradise 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 published the following:

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT FOR JUSTICE COURT SERVICES FOR PARADISE 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 Paradise City.

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2. Paradise City is willing to enter into an Agreement whereby Hyrum City agrees to provide Justice Court services for Paradise 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 Paradise City Council. An executed copy of said Agreement and this Resolution, together with a similar resolution for Paradise 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 7th day of January, 2010.

HYRUM CITY CORP.

W. Dean Howard
Mayor

ATTEST:

Stephanie Fricke
City Recorder

EXHIBIT A

INTERLOCAL AGREEMENT FOR JUSTICE COURT SERVICES

THIS AGREEMENT is made and entered into by and between Hyrum City, a Utah municipal corporation, hereinafter referred to as "Hyrum", and Paradise City, a Utah municipal corporation, hereinafter referred to as "Paradise".

RECITALS:

WHEREAS, prior to February 1, 1992, both Hyrum and Paradise had authorized and were operating municipal justice courts; and

WHEREAS, on February 1, 1992, state law required that in order for an existing justice court to continue in existence, the sponsoring municipality had to take steps for the court to be certified by the Justice Court Standards Committee of the Utah Administrative Office of the Courts as meeting the operational standards/requirements of the Utah Judicial Council; and

WHEREAS, the Hyrum City Council determined to and did meet the referenced operational standard/requirements and now has a certified justice court and the Paradise City Council determined not to continue such action, thereby allowing for its justice court to be dissolved; and

WHEREAS, Paradise prefers that citations and other appropriate matters which had previously been referred to the Paradise City Justice Court be referred to a justice court established under the Interlocal Cooperation Act, said justice court to be established by contract with Hyrum; and

WHEREAS, Hyrum is willing to enter into such a contract with Paradise, with both parties desiring to formalize the agreement between them by this document.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties hereto do hereby agree as follows:

1. This Agreement is made and entered into 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 acknowledge

and agree that they are not establishing an interlocal entity pursuant to the Interlocal Cooperation Act.

2. This agreement has been determined by both parties to be in their best interests and to promote their mutual general welfare.

3. There is hereby established a Paradise City Department in the Hyrum City Justice Court ("Court") which shall have full authority and shall be subject to all requirements of the law, as set forth in Sections 78A-7-101 et. seq., Utah Code Annotated, 1953, as amended, as well as all other applicable provisions of state law.

4. This Paradise City Department is established pursuant to the authority granted in Sections 78A-7-101 et. seq. and 11-13-101 et. Seq., Utah Code Annotated, 1953, as amended.

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5. The territorial jurisdiction of the Paradise City Department created by this Agreement shall extend to the corporate limits of Paradise City, Cache County, Utah. Appropriate law enforcement agencies shall be notified regarding the terms and provisions of this Agreement, once it is approved by the City Councils of both parties and any other applicable agencies.

6. From the date of the final approval necessary, said law enforcement agencies shall be notified to refer all Paradise City matters, as required by law, to the Hyrum City Justice Court.

7. It is agreed between the parties that Hyrum shall administer this agreement and provide the Justice Court Judge and the Justice Court facilities and personnel necessary, in order to meet the operational standards/requirements for the Hyrum City Justice Court and that the referenced Justice Court Judge shall hold court in Hyrum. Hyrum agrees to maintain the Justice Court in compliance with present and future operational standards/requirements as adopted and imposed by the Utah Judicial Council and/or other appropriate agencies.

8. Hyrum agrees that said court shall provide all services ordinarily provided by a municipal justice court, for both parties to the Agreement, and shall provide, or cause to be provided, the necessary administrative services required for the reasonable and appropriate operation of said court, including auditing, fiscal services, and record keeping.

9. The initial capitalization costs for establishing the referenced court have been paid by Hyrum. No initial contribution to such costs shall be required of Paradise. However, as needs may require, or as additional standards or requirements may be imposed, Hyrum may, after reasonable notice to Paradise, and after discussion with the City Council of Paradise, approve additional and/or new capital improvements which need to be made and the parties shall mutually establish the contribution which shall be required of Paradise. Paradise agrees that it shall pay for its share of such costs within thirty (30) days after a statement for the same has been sent from Hyrum to Paradise.

10. The Hyrum City Justice court shall in all matters operate in accordance with and subject to the provisions of all applicable statutes, including those relating to the jurisdictional for both civil and criminal matters, relating to the jurisdictional limits of the court, and all similar matters.

11. It is agreed that the Hyrum Justice Court Judge and the Clerk and other personnel of the Court shall keep separate records relating to the activities of the Court for Hyrum and to activities of the Court for Paradise. This shall include, but not necessarily be limited to, a separate docket book and a separate accounting for the fines and other monies received relating to and for the separate cities, in order that a distribution of the monies collected can be appropriately made and in order that accurate reports can be made to the respective City Councils regarding the Justice Court work for each municipality.

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12. Except as otherwise provided in this agreement, the parties cknowledge and agree that title and ownership in all personal and real property associated in any way with the Court at the time of execution of this agreement or purchased at any time subsequent to the execution of this agreement is held by Hyrum.

13. The disposition of fines and other forfeitures and monies collected by the Justice Court for Paradise City cases shall be accounted for and remitted as required by Section 78A-7-101 et. seq. 1, Utah Code Annotated, or as may be otherwise required by applicable law. In this regard, the percentage of all fines, forfeitures and other revenues to be remitted to the State of Utah, Cache County, or an agency of either, shall be remitted as required by law. After all such fines, forfeitures and other revenues have been remitted as required, then the balance shall be remitted fifty percent (50%) to Hyrum. and fifty percent (50%) to Paradise.

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14. The costs incurred for the day-to-day operation of the court, except as provided herein, shall be paid by Hyrum, with any reimbursement for the same to be considered as having been made to Paradise through the percentage of the fines, forfeitures and other revenues which are to be allocated to Hyrum as noted above. Provided, however, that each City shall be responsible for and pay all costs and expenses for fees payable to their respective City Attorneys, jury fees, witness fees, indigent counsel fees, (court appointed attorneys for defendants) and all other costs and expenses directly associated with the handling of an offense charged under the ordinances of such City, whether the charges are disposed of by a plea bargain, trial, or otherwise.

15. It is understood, however, that inasmuch as this is the first such Agreement for either party, should the percentage of the fines, forfeitures and other revenues collected by the Justice Court for Paradise City cases, and paid to Hyrum City fail to cover Paradise's prorated portion of the operational costs plus any other amounts due, based on the ratio of cases referred to the Court from each municipality, then the parties to this Agreement agree that they will enter into good-faith negotiations in order that Hyrum be reasonably reimbursed in a mutually acceptable manner for Paradise prorated portion of said costs, plus any other amounts due.

16. This Agreement shall be for a term of one (1) year from January 1, 2010. The Agreement may be extended by mutual agreement of both parties, subject to such modified terms as are agreed to. Either party may terminate its participation in this Agreement at any time upon the giving of not less than two (2) months written notice which shall specify the date on which the termination or withdrawal shall be effective, which date must be the last day of the month in which such withdrawal or termination is to be effective.

17. The parties agree to adopt such resolutions and take any required action as may be necessary and appropriate to carry into effect the terms of this Agreement.

18. Hyrum agrees to submit an annual, written report of the Justice Court's activities, including, but not necessarily limited to, the number and nature of the cases handled by the Court, the fines, forfeitures and other revenues received and the disbursements made, together with other information reasonably needed in order to advise both

parties and allow them to meet their obligations under this Agreement. In addition, Hyrum agrees to provide to Paradise City quarterly reports of its activities relating to Paradise City matters and of the fines, forfeitures and other revenues received by the Court. The amount due to Paradise, based on said quarterly reports, and this Agreement shall be forwarded to Paradise with the reports. Said annual report shall be prepared based on the terms of this Agreement and shall be due by September 1 and the quarterly reports shall be due within thirty (30) days after the end of each quarter, the quarters ending April 30, July 31, and October 31, and January 31, the following year.

19. This Agreement may not be amended except by subsequent written agreement of the parties.

20. This Agreement shall become effective as of January 1, 2010, after it has been approved by the City Councils of both parties and any other applicable agency.

21. The undersigned representatives of the parties confirm their authority to execute this Agreement on behalf of their respective municipalities by reason of the approval of this Agreement by resolution of their respective City Councils.

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IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate, each of which shall be deemed an original, with the effective date being as noted herein.

HYRUM CITY CORP.

By: _____
Dean Howard
Mayor

ATTEST:

Stephanie Fricke
City Recorder

PARADISE CITY CORP.

By: _____
Leland Howlett
Mayor

ATTEST:

Bev Schiefer
City Recorder