

RESOLUTION NO. _____, 2017

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH
MILLCREEK FOR JUSTICE COURT INDIGENT DEFENSE
REIMBURSEMENT.

WITNESSETH

WHEREAS, Salt Lake County ("County") and Millcreek ("City") are local governmental units and "public agencies" that are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, *et seq.*, Utah Code Annotated (the "Interlocal Act"), to enter into agreements with each other for joint and cooperative action to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, County has entered into an agreement with the Salt Lake Legal Defender Association to fund legal advice and representation to indigent persons after appointment by a Judge of the Salt Lake County Justice Court ("indigent defense"); and

WHEREAS, City has agreed to reimburse County its expenses to provide indigent defense in actions occurring within City's jurisdiction and filed before the Salt Lake County Justice Court; and

WHEREAS, it has been determined that the best interests of the County and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as required therein.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the attached Interlocal Cooperation Agreement is approved; and the Mayor is authorized to execute said agreement, a copy of which is attached as Exhibit 1 and by this reference made a part of this Resolution.

APPROVED and ADOPTED this ____ day of _____, 2017.

SALT LAKE COUNTY COUNCIL:


By: _____
Steve DeBry, Chair

Date: _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:



Zachary Shaw
Deputy District Attorney

Date: 9-6-17

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

EXHIBIT 1
INTERLOCAL AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

Between

SALT LAKE COUNTY

And

MILLCREEK

To Reimburse County Costs for Justice Court Indigent Defense

THIS INTERLOCAL COOPERATION AGREEMENT ("*Agreement*") is effective this _____ day of _____, 2017, by and between **SALT LAKE COUNTY** ("*County*") and **MILLCREEK** ("*City*").

RECITALS:

A. UTAH CODE ANN. §11-13-102 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the "*Act*") provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. County and City are public agencies for purposes of the Act.

C. County has entered into an agreement with the Salt Lake Legal Defender Association to fund legal advice and representation to indigent persons after appointment by a Judge of the Salt Lake County Justice Court ("*indigent defense*").

D. City has agreed to reimburse County its expenses to provide indigent defense in actions occurring within City's jurisdiction and filed before the Salt Lake County Justice Court.

E. The Parties, wishing to memorialize their agreement, enter into this Interlocal Cooperation Agreement.

AGREEMENT:

NOW, THEREFORE, the Parties agree as follows:

Section 1. **Term.** The term of this Agreement shall commence July 1, 2017 and shall expire on June 30, 2018. Thereafter, this agreement may be renewed for one year terms by a writing signed by both parties. Either party may terminate this Agreement at any time, with or without cause,

by giving one hundred eighty days prior written notice to the other party. Such termination shall not be considered a breach of contract.

Section 2. **Contract Price.** City shall reimburse County its costs for funding indigent defense in actions occurring within City's jurisdiction and filed before the Salt Lake County Justice Court at a fixed cost of \$112,558, which represents the anticipated full cost for those services. If defense services are going to exceed the Contract Price, County shall not incur expenditures that exceed the Contract Price without the written consent of City. If City desires to renew this Agreement for any succeeding period on the same terms and conditions as set forth in this Agreement, except the Contract Price, City shall notify County not later than ninety days before contract termination, or as soon thereafter as practical immediately preceding the expiration of this Agreement, of its desire to renew this Agreement. Within thirty days of receipt of such notice, County shall notify City in writing of its intent to accept such renewal together with a revised fixed cost. The revised fixed cost shall reflect the adjusted Contract Price for such period. The governing bodies of County and City shall then finalize negotiations concerning, and may grant final approval of such renewal.

Section 3. **Remittance.** County shall bill to City one-fourth of the fixed Contract Price quarterly. City shall remit payment to Salt Lake County Mayor's Finance, 2001 South State Street, N4-100, Salt Lake County Utah 84190, no later than thirty (30) days after receipt of County's invoice. If the date a payment is due and payable is (a) a legal holiday, (b) a Saturday, (c) a Sunday, or (d) another day on which weather or other condition have made County offices inaccessible, then the payment shall be due and payable on the next day which is not one of the aforementioned days. If any payment is not remitted to the County when due, the County shall be entitled to recover interest thereon at the rate of eighteen percent (18%) per annum, beginning on the date the remittance is due and payable.

Section 4. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Interlocal Cooperation Act and other applicable law:

4.1. **No Interlocal Entity.** The parties agree that they do not by this Agreement create an interlocal entity.

4.2. **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's District Attorney or designee and the City's Mayor or designee. The County District Attorney and City's Mayor may, by mutual agreement, develop another process in place of a Joint Board to administer this Agreement.

4.3. **Financing Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained other than as outlined in this Agreement.

4.4. **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and City in accordance with UTAH CODE ANN. § 11-13-202.5.

4.5. Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to Utah Code Ann. § 11-13-209.

Section 5. General Provisions. The following provisions are also integral parts of this Agreement:

5.1. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

5.2. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

5.3. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

5.4. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

5.5. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

5.6. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

5.7. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

5.8. Time of Essence. Time is the essence in this Agreement.

5.9. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

5.10. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

5.11. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

5.12. Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the "Immunity Act"). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable laws, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

5.13. Ethical Standards. The parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

IN WITNESS WHEREOF, the City caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County caused this Agreement to be signed by the Mayor, or his designee.

SALT LAKE COUNTY

By: _____
Mayor or Designee

ATTEST:

MILLCREEK

City Recorder

By: _____
Jeff Silvestrini, Mayor

Date signed _____

Date signed _____

Approved As To Form and Legality:

Zach Josh Shaw 9-6-17
Shaw For Salt Lake County Date

For Millcreek

Date

RESOLUTION NO. _____, 2017

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH
MILLCREEK FOR JUSTICE COURT SERVICES.

WITNESSETH

WHEREAS, Salt Lake County ("County") and Millcreek ("City") are local governmental units and "public agencies" that are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, *et seq.*, Utah Code Annotated (the "Interlocal Act"), to enter into agreements with each other for joint and cooperative action to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, County provides general justice court services to the unincorporated portions of Salt Lake County, and by contract to other municipalities located within Salt Lake County; and

WHEREAS, City is in need of such general justice court services and County is willing to provide such general justice court services to City pursuant to the terms and conditions of the Interlocal Cooperation Agreement attached hereto; and

WHEREAS, it has been determined that the best interests of the County and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as required therein.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the attached Interlocal Cooperation Agreement is approved; and the Mayor is authorized to execute said agreement, a copy of which is attached as Exhibit 1 and by this reference made a part of this Resolution.

APPROVED and ADOPTED this ____ day of _____, 2017.

SALT LAKE COUNTY COUNCIL:

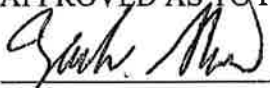
By: _____
Steve DeBry, Chair

Date: _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:



Zachary Shaw
Deputy District Attorney

Date: 9-6-17

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

EXHIBIT 1
INTERLOCAL AGREEMENT

JUSTICE COURT SERVICES
Interlocal Cooperation Agreement
between
SALT LAKE COUNTY and
MILLCREEK

THIS INTERLOCAL AGREEMENT FOR JUSTICE COURT SERVICES (this "*Agreement*") is made effective this ____ day of _____, 2017, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("*County*") and MILLCREEK, a Utah municipal corporation. County and Millcreek sometimes are collectively referred to herein as the "*Parties*."

RECITALS:

A. County operates a "justice court" pursuant to UTAH CODE ANN. § 78A-7-101, *et seq.*

B. Millcreek and the County have determined, pursuant to UTAH CODE ANN. § 78A-7-102 that they will enter into an interlocal agreement to permit County to provide justice court services to areas within the city limits of Millcreek.

C. County is willing to provide its court services to the areas within the city limits of Millcreek as specified in this Agreement.

D. Pursuant to the authority granted in, *inter alia*, UTAH CODE ANN. § 11-13-101, *et seq.* and UTAH CODE ANN. § 78A-7-105 (collectively, the "*Statutes*"), the Parties desire to enter into an "interlocal agreement" so that County may provide its justice court services to Millcreek.

E. The Parties acknowledge that their mutual intent under this agreement is that County shall provide its justice court services for those areas specified in this Agreement.

F. The Parties have determined that 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. Scope of Services to be Provided. County agrees to furnish all court services reasonably necessary to enforce and adjudicate within Millcreek city limits all applicable federal and state laws and Millcreek ordinances. The court services provided by County (the "*Court Services*") shall include, without limitation, the following:

- (a) All related court transport and bailiff services;
- (b) A formal judicial court operation with trained judge(s), prosecutor(s), indigent defender(s), and staff, approved and certified under the Utah Judicial Council standards and policies;
- (c) Daily court operations, including traffic school;
- (d) A Court Referee or similar program to provide simplified resolution of minor traffic offenses;
- (e) Secure holding facilities for defendants transported from the jail or prison;
- (f) Complete fiscal management;
- (g) Complete records management;
- (h) CORIS case management system in compliance with state requirements;
- (i) Specialty court program for domestic violence;
- (j) A qualified, knowledgeable, respectful and cooperative staff;
- (k) Correspondence relating to County Cases on letterhead;
- (l) Timely and complete filings and submittals to offices of the Federal or Utah State government required for proper operation of the Court under Federal or State law;

Section 2. Performance Standards. County shall provide the Court Services in a professional, ethical manner in full compliance with the federal and state constitutions, all

laws, and any and all applicable standards of performance. Any substitute judge shall be accredited and shall have a similar level of experience as a justice court judge as the current chief judge of the Court.

Section 3. Fines and Revenues. The parties agree that the distribution of fines or other revenues from the area governed by this Agreement will flow to County in accordance with Utah Code Ann. §§ 78A-7-120, and then County will account for these fees in accordance with Sections 6 and 7 of this Agreement. This provision does not apply to funds distributed to County from the Alcoholic Beverage Enforcement and Treatment Restricted Account pursuant to Utah Code Section 32B-2-403, which County shall retain.

Section 4. Equipment and Facilities. In performing the Court Services, County shall furnish and supply at its cost all necessary courtrooms and related physical facilities, labor, supervision, equipment, supplies, communication facilities, constables, bailiffs and other items necessary and incident to a modern, well-equipped court facility.

Section 5. Term. The term of this Agreement shall commence upon July 1, 2017 and shall expire on June 30, 2018. Thereafter, this agreement may be renewed for one year terms by a writing signed by both parties. Either party may terminate this Agreement at any time, with or without cause, by giving one hundred eighty days prior written notice to the other party. Such termination shall not be considered a breach of contract.

Section 6. Contract Price. The Contract Price shall be a fixed cost of \$649,024, minus revenue from fees that the County collects on behalf of City, which represents the anticipated full cost for services. If County services are going to exceed the Contract Price, County shall not provide services or incur expenditures that exceed the Contract Price without the written consent of City. If City desires to renew this Agreement for any succeeding period on the same terms and conditions as set forth in this Agreement, except the Contract Price, City shall notify County not later than ninety days before contract termination, or as soon thereafter as practical immediately preceding the expiration of this Agreement, of its desire to renew this Agreement. Within thirty days of receipt of such notice, County shall notify City in writing of its intent to accept such renewal together with a revised fixed cost amount. The revised fixed cost amount shall reflect the adjusted Contract Price for such period. The governing bodies of County and City shall then finalize negotiations concerning, and may grant final approval of such renewal.

Section 7. Remittance. County shall bill to City one-fourth of the fixed Contract Price quarterly, which shall account for fees collected and retained during the quarter. City shall remit payment to Salt Lake County Mayor's Finance, 2001 South State Street, N4-100, Salt Lake County Utah 84190, no later than thirty (30) days after receipt of County's invoice. If the date a payment is due and payable is (a) a legal holiday, (b) a Saturday, (c) a Sunday, or (d) another day on which weather or other condition have made County offices inaccessible, then the payment shall be due and payable on the next day which is not one of the aforementioned days. If any payment is not remitted to the County when due, the County shall be entitled to recover interest thereon at the rate of eighteen percent (18%) per annum, beginning on the date the remittance is due and payable.

Section 8. Employment Status.

A. *Official Status.* County shall have complete control and discretion over the judges and Court personnel, who shall at all times be and remain employees of County.

B. *Salary, Wages and Benefits.* Millcreek shall not have any obligation or liability for the payment of any salaries, wages or other compensation to the judges and Court personnel, including, without limitation, any unfunded or underfunded salaries, wages or benefits, to Court personnel.

C. *No Millcreek Employment Benefits.* The judges and Court personnel shall be County employees, and shall have no right to any Millcreek pension, civil service, or any other Millcreek benefits for the Court Services provided hereunder.

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.

Millcreek: MILLCREEK
 ATTN: MILLCREEK MAYOR
 3932 S. 500 E.
 MILLCREEK, UT 84107

With a copy to: John Brems
 2798 MATTERHORN
 TAYLORSVILLE, UT 84129

Salt Lake County: Salt Lake County
 Attn: SLCO Mayor
 2001 S State Street #N-2100
 SLC, UT 84114

Salt Lake County: Salt Lake County
 Attn: District Attorney's Office
 2001 S State Street #S3-600
 SLC, UT 84114

Section 10. Miscellaneous Provisions.

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

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00034814.DOC /

B. *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.

C. *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.

D. *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.

E. *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.

F. *Interlocal Cooperative Act Approval by Attorneys.* This Agreement is entered into pursuant to the provisions of the Interlocal Cooperation Act and the parties agree to execute, process, approve, and archive this agreement in accordance with the provisions of that Act.

IN WITNESS WHEREOF, County, by resolution of its council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor or designee and attested by its clerk, and Millcreek by resolution duly adopted by its council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor.

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____
Mayor or Designee

Administrative Approval:

By: _____

Division Director

Approved as to Form:

By: Zach Shaw
9-6-17
Deputy District Attorney

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE CITY

MILLCREEK

By: _____
Jeff Silvestrini Mayor

ATTEST:

By: _____
Leslie Van Frank Acting City Recorder

Approved as to Form and Legality:

By: _____
John Brems, City Attorney

RESOLUTION NO. _____, 2017

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH
MILLCREEK FOR JUSTICE COURT PROSECUTION SERVICES.

W I T N E S S E T H

WHEREAS, Salt Lake County ("County") and Millcreek ("City") are local governmental units and "public agencies" that are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, *et seq.*, Utah Code Annotated (the "Interlocal Act"), to enter into agreements with each other for joint and cooperative action to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, County provides justice court prosecution services to the unincorporated portions of Salt Lake County, and by contract to other municipalities located within Salt Lake County; and

WHEREAS, City is in need of such justice court prosecution services and County is willing to provide such justice court prosecution services to City pursuant to the terms and conditions of the Interlocal Cooperation Agreement attached hereto; and

WHEREAS, it has been determined that the best interests of the County and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as required therein.

R E S O L U T I O N

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the attached Interlocal Cooperation Agreement is approved; and the Mayor is authorized to execute said agreement, a copy of which is attached as Exhibit 1 and by this reference made a part of this Resolution.

APPROVED and ADOPTED this ____ day of _____, 2017.

SALT LAKE COUNTY COUNCIL:


By: _____
Steve DeBry, Chair

Date: _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:



Zachary Shaw
Deputy District Attorney

Date: 9-6-17

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

EXHIBIT 1
INTERLOCAL AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

Between

SALT LAKE COUNTY

And

MILLCREEK

For Justice Court Prosecution Services

THIS INTERLOCAL COOPERATION AGREEMENT ("*Agreement*") is effective this ____ day of _____, 2017, by and between **SALT LAKE COUNTY** ("*County*") on behalf of the Salt Lake County District Attorney's Office, and **MILLCREEK** ("*City*").

RECITALS:

A. UTAH CODE ANN. §11-13-102 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the "*Act*") provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. County and City are public agencies for purposes of the Act.

C. City requires legal services to prosecute violations of state and local laws occurring within City's jurisdiction and filed before the Salt Lake County Justice Court.

D. County, through the Salt Lake County District Attorney's Office, has the resources available to provide the legal services City requires.

E. County and City have agreed to have the Salt Lake County District Attorney's Office prosecute cases before the Salt Lake County Justice Court on behalf of City.

H. The Parties, wishing to memorialize their agreement, enter into this Interlocal Cooperation Agreement.

AGREEMENT:

NOW, THEREFORE, the Parties agree as follows:

Section 1. **Scope of Work.** County, through the District Attorney's Office, shall provide all legal services related to the prosecution of violations of state and local law occurring within City's jurisdiction and filed in the Salt Lake County Justice Court.

Section 2. **Term.** The term of this Agreement shall commence July 1, 2017 and shall expire on June 30, 2018. Thereafter, this agreement may be renewed for one year terms by a writing signed by both parties. Either party may terminate this Agreement at any time, with or without cause, by giving one hundred eighty days prior written notice to the other party. Such termination shall not be considered a breach of contract.

Section 3. **Contract Price.** The Contract Price shall be a fixed cost of \$255,813, which represents the anticipated full cost for services. If County services are going to exceed the Contract Price, County shall not provide services or incur expenditures that exceed the Contract Price without the written consent of City. If City desires to renew this Agreement for any succeeding period on the same terms and conditions as set forth in this Agreement, except the Contract Price, City shall notify County not later than ninety days before contract termination, or as soon thereafter as practical immediately preceding the expiration of this Agreement, of its desire to renew this Agreement. Within thirty days of receipt of such notice, County shall notify City in writing of its intent to accept such renewal together with a revised fixed cost amount. The revised fixed cost amount shall reflect the adjusted Contract Price for such period. The governing bodies of County and City shall then finalize negotiations concerning, and may grant final approval of such renewal.

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Section 5. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Interlocal Cooperation Act and other applicable law:

5.1. **No Interlocal Entity.** The parties agree that they do not by this Agreement create an interlocal entity.

5.2. **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's District Attorney or designee and the City's Mayor or designee. The County District Attorney and City's Mayor may, by mutual agreement, develop another process in place of a Joint Board to administer this Agreement.

5.3. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained other than as outlined in this Agreement.

5.4. Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and City in accordance with UTAH CODE ANN. § 11-13-202.5.

5.5. Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to Utah Code Ann. § 11-13-209.

Section 6. General Provisions. The following provisions are also integral parts of this Agreement:

6.1. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

6.2. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

6.3. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

6.4. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

6.5. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

6.6. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

6.7. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

6.8. Time of Essence. Time is the essence in this Agreement.

6.9. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

6.10. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

6.11. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

6.12. Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the "Immunity Act"). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable laws, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

6.13. Ethical Standards. The parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

IN WITNESS WHEREOF, the City caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County caused this Agreement to be signed by the Mayor, or his designee.

SALT LAKE COUNTY

By: _____
Mayor or Designee

ATTEST:

MILLCREEK

City Recorder

By: _____
Jeff Silvestrini, Mayor

Date signed _____

Date signed _____

Approved As To Form and Legality:

Zach
Shaw  9-6-17

For Salt Lake County Date

For Millcreek Date