

MILLCREEK, UTAH
RESOLUTION NO. 23-19

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL
COOPERATIVE AGREEMENT WITH
CITY OF HOLLADAY FOR JUSTICE COURT SERVICES**

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on April 24, 2023, to consider, among other things, approving an Interlocal Cooperative Agreement with City of Holladay for justice court services; and

WHEREAS, Utah Code Ann. §78A-7-102(1)(a)(ii) authorizes the establishment of a justice court under the Utah Local Cooperative Act (Utah Code Ann. § 11-13-101, *et seq.*) (the “*Act*”) and the Act provides that two or more entities are authorized to enter into agreements with each other for joint or cooperative action; and

WHEREAS, City of Holladay and Millcreek are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act and authorized by Utah Code Ann. §78A-7-102(1)(a)(ii); and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into an Interlocal Cooperative Agreement with City of Holladay to expand territorial jurisdiction of the Holladay Justice Court to include the municipal boundaries of Millcreek and establish a justice court pursuant to the Act; and

WHEREAS, an interlocal cooperative agreement has been presented to the Council for review and approval, a copy of which is attached hereto (“*Agreement*”); and

WHEREAS, the Agreement sets forth the purpose thereof, the extent of participation of the parties, and the rights, duties, and responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved and the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution assigned No. 23-19, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 24th day of April 2023.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

Agreement for Court Services

THIS INTERLOCAL COOPERATIVE AGREEMENT FOR JUSTICE COURT SERVICES (this “*Agreement*”) is entered into this 16 day of March, 2023, by and between the **MILLCREEK**, a Utah municipality (“*Millcreek*”), and the **CITY OF HOLLADAY**, a Utah municipality (“*Holladay*”). Millcreek and Holladay sometimes are collectively referred to herein as the “*Parties*” and either may be referred to individually as a “*Party*,” all as governed by the context in which such words are used.

RECITALS:

A. Holladay participates in the operation of a “justice court” pursuant to Utah Code Section 78A-7-101, *et seq.*

B. Millcreek also operates a “justice court” pursuant to an Interlocal Cooperative Agreement with Salt Lake County and Salt Lake County has notified Millcreek that Salt Lake County’s intent to dissolve its justice court.

C. Holladay is willing to expand the territorial jurisdiction of its Court to include the municipal boundaries of Millcreek and provide “justice court” services to 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-7-102(1)(a)(ii) (collectively, the “*Statutes*”), Holladay and Millcreek desires to expand territorial jurisdiction of the Holladay Justice Court (“*Court*”) to include the municipal boundaries of Millcreek and establish a justice court pursuant to Utah Code Section 11-13- 101 *et seq.*

E. The Parties acknowledge that the court services to be rendered hereunder will be provided on a sharing of court operating cost basis, and the Parties have determined and agreed that such cost sharing is reasonable, fair, and adequate compensation for providing such services.

F. The Parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT:

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

Section 1. Definitions. For the purpose of this Agreement, the following definitions shall apply:

(a) *Administrative Panel* means a panel consisting of the Parties’ managers (each a “*Manager*”), or their respective designee(s), who shall meet to discuss Court Services, including administrative and financial matters, and to discuss issues and concerns that may arise regarding the operation of the Court.

(b) *Operating Costs.* Operating costs shall mean and include only the “variable costs” identified as “Shared Court Budget Categories” and “Specific Cost Category” on Exhibit “A” annexed hereto, and no other costs or expenses. Because Holladay would incur a variety of “fixed costs” for the Court (“*Fixed Costs*”) whether or not Millcreek Cases (defined below) were part of the Workload, the Parties intentionally omit all such “fixed costs” from the definition of Operating Costs hereunder.

(c) *Workload* shall be defined as the total number of cases, information’s, citations or actions disposed of by the Court during any one calendar month through the imposition of a fine, the rendering of a final judgment, a bail forfeiture or dismissal.

Section 2. Scope of Services to be Provided. Holladay agrees to furnish all court services to Millcreek reasonably necessary to enforce and adjudicate within Millcreek’s boundaries (the “*City Limits*”) Millcreek’s ordinances and all applicable federal and state laws and Salt Lake County ordinances. The court services provided by Holladay (the “*Court Services*”) shall include, without limitation, the following:

- (a) All related court transport and bailiff services;
- (b) A 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 that satisfy the requirements of Utah Code Section 78A-7-101 *et seq.*, including traffic school (unless Millcreek decides to create and hold its own traffic school);
- (d) Court Referee or similar program to provide simplified resolution of minor traffic offenses;
- (e) To the extent required a secure holding facility for defendants transported from the jail or prison;
- (f) Complete fiscal management, with separate accounting for all revenues arising from cases within Millcreek’s jurisdiction (“*Millcreek Cases*”) as maintained by CORIS case management system (or other acceptable system), including collection rates, identifying revenue receipts specific to individual cases;
- (g) Complete records management, segregated by jurisdiction and otherwise maintained in a manner which will allow, easily and without material cost or delay, separation of all files, information and data concerning Millcreek Cases from all other cases handled by Court and subsequent dissemination (in both printed and electronic formats, as requested by Millcreek) to Millcreek of all such files, information, and data;
- (h) CORIS case management system (or other acceptable system) in compliance with state requirements;
- (i) A qualified, knowledgeable, respectful, and cooperative staff employee to handle questions relating to Millcreek Cases;

(j) Correspondence relating to Millcreek Cases on Millcreek letterhead, if desired by Millcreek;

(k) Identification and statistical segregation of each alcohol-related incident (“*Alcohol-Related Incident*”) originating within the City Limits in such manner as Millcreek may direct from time to time if software permits;

(l) Filing with applicable state agencies, on Millcreek’s behalf, of required information and reports concerning Millcreek’s Alcohol-Related Incidents in such format and manner as such agencies may require to entitle Millcreek to its share of periodic distributions of state-administered liquor tax attributable to, *inter alia*, its Alcohol-Related Incidents;

(m) 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, and, contemporaneously with their filing, provide to Millcreek copies of all filings made with the state of Utah concerning Alcohol-Related Incidents originating within City Limits; and

(n) Representation of Millcreek’s interests in any *de novo* appeals of Millcreek Cases to the Third District Court or further appeals of those cases to the Utah Court of Appeals or the Utah Supreme Court. Such representation shall not, however, include defense of civil claims against Millcreek arising from incidents which are the subject of Court prosecutions.

Section 3. Performance Standards. Holladay shall provide the Court Services in a professional, helpful, courteous, ethical manner in full compliance with the federal and state constitutions, all laws, and any and all applicable standards of performance. Any substitute judge hearing Millcreek Cases shall be accredited.

(a) *Replacement or Addition of Key Personnel.* Millcreek shall be invited to attend the interviewing process if Holladay (a) replaces the then sitting judge, any prosecutor or court clerk for Millcreek Cases, or (b) if Holladay appoints another judge for the Court, prosecutor, or court clerk for Millcreek Cases. In the event Millcreek agrees to participate, Holladay will consult with Millcreek regarding the selection of such personnel before making any such appointment(s). If Holladay desires to replace any prosecutor, it shall so inform Millcreek in writing.

(b) *Absences.* If (i) any judge of the Court is absent from Court for a calendar week or longer; or (ii) any prosecutor provided by Holladay misses Court so that any Millcreek Cases are delayed or dismissed, Holladay immediately shall so notify Millcreek by an e-mailed or hand-delivered writing which, in the case of an absent judge, provides the identity of any replacement judge.

(c) *Administrative Oversight.* The Administrative Panel will meet on a regular basis to discuss the effectiveness of the Court and its ability to accomplish the goals and objectives of the Parties. The Administrative Panel will work collaboratively together to discuss appropriate measures to resolve conflicts, address workload and performance issues, to evaluate revenue and expense records, resource allocation and other issues relevant to the operation of the Court. In coordination with the chief judge of the Court, the Administrative Panel may also discuss measures to maximize the efficiency and effectiveness of the Court. However, nothing herein shall be construed to require any personnel action or the implementation of policies or practices by the

Court to the extent that such actions, policies or practices are contrary to applicable law or otherwise are reasonably unacceptable to the chief judge of the Court.

(d) *Contracts.* Promptly upon their creation or formation, Holladay shall provide Millcreek copies of any and all contracts and instruments that materially affect operation of the Court from time to time, including, without limitation, copies of contracts affecting the Court's judge(s) and/or prosecutor(s).

Subject to the foregoing, while the Administrative Panel will work cooperatively together to regularly discuss the expenses and revenue to operate the Court, administrative policies and procedures pertinent to those activities, discuss matters of Court efficiencies, etc., the final implementation of all decisions and the administration of those services shall remain with Holladay.

Section 4. Conflict Resolution. In the event of a dispute between the Parties regarding the Court Services, the Parties agree (without limiting any and all other legal and equitable remedies) that the Managers and the chief judge of the Court shall meet as soon as possible to discuss and attempt to resolve the dispute. If the Parties do not agree, then the dispute shall be resolved pursuant to Section 14 below.

Section 5. Equipment and Facilities; Operating Costs Budget. In performing the Court Services, Holladay shall furnish and supply, as Fixed Costs paid by Holladay, all necessary courtrooms and related physical facilities, labor, supervision, equipment, communication facilities, constables, bailiffs and other items necessary and incident to a modern, well-equipped court facility; provided, however, that Holladay reserves the right from time to time to identify and to seek Administrative Panel approval of extraordinary expenses which reasonably should be classified as Operating Costs (as defined in Section 1(b) above and allocated between the Parties as provided in Section 11 below) rather than as Fixed Costs (paid by Holladay). Examples of such extraordinary costs are material damage (beyond normal wear and tear), and/or the need for enhanced janitorial services, to the restrooms near the courtroom likely caused by defendants or other attendees of Court proceedings. Appropriate signage shall be located in the Court facility, and the building housing it, to clearly designate the Court as providing justice court services to both Holladay and Millcreek. The cost of such signage shall be an Operating Cost for the year in which it is incurred.

The parties shall cooperate to prepare an annual budget for the Operating Costs of the Court before April 15th of each year to facilitate proper budgeting by the Parties for the next fiscal year.

Section 6. Reports and Notice of Performance. Holladay shall provide the following reports:

(a) *Workload Reports.* On a monthly basis, Holladay shall provide a workload report to Millcreek in such form, and containing such information, as Millcreek reasonably may request from time to time. The workload report shall, at minimum:

(i) Specify the total number of cases handled by the Court during that month and identify by name and case number the Millcreek Cases filed with the Court during that month and cases with a final disposition. The parties shall work together to identify a potential mechanism for tracking the status of cases that have been filed and have not yet been disposed at a reasonable cost.

(ii) Specify the fines, fees, forfeitures, bails, etc. collected by the Court with respect to Millcreek Cases during that month, and identify, by matter, all required payments from such collections to other governmental entities (such as the state of Utah);

(iii) Provided reporting through the CORIS (or other acceptable system) that is available, identify and segregate each Alcohol-Related Incident during that month in such manner as Millcreek reasonably may direct from time to time. Absent direction to the contrary by Millcreek, the monthly summary shall specify (1) the new Alcohol-Related Incidents originating within City Limits filed in the Court since the last monthly summary, and (2) the status of any other Alcohol-Related Incidents originating within City Limits previously filed with the Court, excluding any previously reported to Millcreek as having been finalized;

(iv) Reference the class of offense (e.g.–class B or class C misdemeanors) for each matter cited; and

(v) Reference the citation number on each of the Millcreek Cases handled by the Court during that month, to allow Millcreek to track the status of all citations issued within its jurisdiction.

(b) *Financial Report.* On a monthly basis, Holladay shall provide a report to Millcreek detailing the Operating Costs incurred in operating the Court during the preceding calendar month. This report shall detail revenue collection, a delinquent payments file, and other information reasonably requested by Millcreek and reasonably available to Holladay.

(c) *Annual Report.* Holladay shall provide an annual report to Millcreek each calendar year summarizing the information from the monthly financial reports and containing an accounting of fines, fees, forfeitures, bails collected, and other monies paid or owed to Millcreek. Each annual report also shall identify and statistically segregate each Alcohol Related Incident in such manner as Millcreek may request from time to time to the extent such reports are reasonably available or can be prepared by Holladay without an unreasonable cost.

(d) *Additional Disclosure and Policy Development.* From time to time, Holladay shall, upon request, provide private, controlled, or protected information, excluding personnel records, under the Government Records Access and Management Act (“GRAMA”) to Millcreek’s Manager concerning operation of the Court or other matters that are pertinent to this Agreement. The Parties shall jointly develop and implement a policy for communicating and safeguarding such information.

(e) *Reports of Complaints and Commendations.* Holladay promptly shall report to Millcreek any and all complaints or commendations concerning operation of the Court and actions of its personnel (including, without limitation, clerks, bailiffs, prosecutors, indigent defenders and judges). Any such reports which affect Millcreek Cases shall, where practicable, be in writing and accompanied by photocopies of any written complaints or commendations mentioned therein. Millcreek shall report to Holladay any and all complaints it receives on the aforementioned personnel or other activities or factors pertaining to the operation of the Court and work with Holladay to resolve those complaints and/or conflicts.

(f) *City Council Reports.* Upon request by Millcreek, but not more than twice each July 1-June 30 fiscal year, Holladay's manager, the prosecutor of the Millcreek Cases, or some other knowledgeable representative of the Court, as reasonably designated by Millcreek, shall attend a meeting of the Millcreek city council in order to report on, review and respond to questions concerning the Court's operations or related matters.

(g) *Monthly Warrants Report.* As outlined in Section 28, Holladay shall provide to Millcreek, at the end of each month a Warrants Report showing all outstanding warrants from the Court.

Section 7. Employment Status.

(a) *Official Status.* Notwithstanding Millcreek's input into the operation of the Court through the Administrative Panel or otherwise under this Agreement, Holladay shall have complete control and discretion over the judges and Court personnel and the same shall at all times be and remain employees of Holladay.

(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, except as shown on Exhibit A, attached hereto.

(c) *No Millcreek Employment Benefits.* The judges and Court personnel shall be Holladay employees, and shall have no right to any Millcreek pension, civil services, or any other Millcreek benefits for the Court Services provided hereunder.

Section 8. Indemnity. Millcreek and Holladay are governmental entities under the "Governmental Immunity Act of Utah" (Utah Code Section 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. Holladay shall defend, indemnify, save and hold harmless Millcreek, including its elected and appointed officers, and employees, from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from Holladay providing Court Services to Millcreek, its elected or appointed officers or employees. Similarly, Millcreek shall defend, indemnify, save and hold harmless Holladay, including its elected and appointed officers and employees, from and against demands, claims, actions and/or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from actions of Millcreek's agents, officers or employees, Holladay's enforcement of Millcreek ordinances that are alleged to be unconstitutional, or improper disclosure by Millcreek of private, controlled, or protected information under the provisions of GRAMA.

Section 9. Term. The initial term of this Agreement shall begin on 1 July 2023 and, unless sooner terminated by the Parties' mutual agreement, as set forth in Section 12, below, shall terminate on 30 June 2025. Thereafter, this Agreement may be renewed upon the agreement of the parties for successive one (1) year periods running from July 1st through the following June 30th.

Section 10. Termination. The Parties may terminate this Agreement by mutual consent at any time. Following the initial term described above, and subject to the provisions of Section 12, below, either Party may terminate this Agreement by giving written notice to the other at least four (4) months before the June 30th end of the then-current contract year, whereupon this Agreement shall terminate on such June 30th. If the reason for termination is the expansion of a Party's caseload beyond the capacity of the Court, or Millcreek's creation of its own justice court, then the Parties shall cooperate to assure that notice of such occurrence is given as far in advance as possible under the circumstances, but never less than four (4) months before Millcreek's departure from the Court. In the event of termination of this Agreement by either party, Holladay shall (a) cause to be separated and prepared for pickup, all files, cases, or records of whatsoever nature regarding and pertaining to Millcreek cases; and (b) safeguard, secure and maintain the confidentiality of all of such files, etc. until they are turned over to Millcreek. Notwithstanding the foregoing, Holladay shall have the right to terminate this Agreement during the initial term if Holladay's city council adopts a resolution declaring its intent to dissolve the Court. In such a circumstance, Holladay shall provide immediate notice of the adoption of such a resolution to Millcreek and shall continue to provide the Services contemplated in this Agreement to Millcreek for the duration of the operation of the Court.

Section 11. Payment for Court Services. Millcreek shall pay for the Court Services by paying to Holladay a proportionate amount of the Operating Costs of the Court during the period in question. Such reconciliation shall be based on the Operating Cost reports (described in 6(b) above) and Millcreek's proportionate share of the Workload of the Court during the period in question. Such reconciliations shall occur on a quarterly basis.

By way of example, if the Operating Costs report for July 2023 shows that Operating Costs for the Court for that month was \$15,000, and the Workload report for July 2023 shows that Millcreek Cases constituted 600 out of a total of 1,200 cases on the Court's Workload for July 2023, then Millcreek would owe Holladay the sum of $600/1200 \times \$15,000 = \$7,500$ for the Court Services provided by Holladay during the month of July 2023, offset by revenues described below.

Within twenty (20) days after the end of each such quarterly reconciliation period, Holladay shall (a) determine the total amount of revenue collected by the Court on Millcreek Cases during such reconciliation period; (b) deduct therefrom the payment due from Millcreek for the Court Services provided by Holladay during such reconciliation period (which Holladay shall retain as full and complete compensation for providing the Court Services during such reconciliation period), determined as explained above in this Section; (c) remit any positive balance to Millcreek, or, in the case of a negative balance arising from a circumstance where the revenue collected by the Court on Millcreek cases is less than its proportionate share of Operating Costs, provide an invoice showing the amount due to Holladay. Each payment or invoice shall be accompanied by a detailed explanation of such calculation, in such form as Millcreek reasonably may specify from time to time.

The Administrative Panel shall meet quarterly, as necessary, and in April each year to review that budget year's actual revenue and expenses to ensure that the actual cost to both Parties is proportional with the Workload. Shortfalls in Court revenue to pay Operating Costs will be borne proportionately by both Parties based on their relative shares of the Workload.

Section 12. Joint Review. The parties agree to initiate and conduct a joint review of the costs and revenue from Court operations after the first year of the term of this Agreement. The

review shall be conducted for the purpose of assessing and confirming estimated caseload numbers, the method of measuring caseload, operating costs of the court and any other issues agreed upon by the parties. In the event the first year of term of this Agreement results in a financial loss to Holladay, where the City is required to subsidize the operation of the Court, Holladay may request that the terms of the Agreement be revised to cover operational costs or to terminate this Agreement upon not less than four (4) months' notice to Millcreek.

Section 13. Remittance. Holladay shall remit the amount due to Millcreek as described above to Millcreek as follows:

MILLCREEK
Attn. City Manager
3330 South 1300 East
Millcreek, UT 84106

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 conditions have made Millcreek' 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 Millcreek when due, Millcreek shall be entitled to recover interest thereon at the rate of twelve percent (12%) per annum.

Section 14. 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.

Holladay: CITY OF HOLLADAY
Attn. City Manager
4580 South 2300 East
Holladay, UT 84117

With a copy to: Todd J. Godfrey
HAYES GODFREY BELL, P.C.
2118 E. 3900 S., Ste. 300
Holladay, Utah 84124

Millcreek: MILLCREEK
Attn. City Manager
3330 South 1300 East
Millcreek, UT 84106

With a copy to: John Brems
Attn. City Attorney
3330 South 1300 East
Millcreek, UT 84106

Section 15. Claims and Disputes. Subject to Section 4 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, Holladay shall carry on the Court Services during any such litigation and Holladay shall continue to make payments to Millcreek as provided above.

Section 16. 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 17. 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 18. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Section 19. 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 Court Services.

Section 20. Time. Time is the essence of this Agreement.

Section 21. 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 22. 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 23. 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 24. 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 25. Litigation Expenses. If any action, suit, or proceeding is brought by a Party concerning this Agreement, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing Party.

Section 26. 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 27. Approval by Attorneys. This Agreement shall be submitted to the authorized attorneys for Holladay and Millcreek for approval in accordance with Utah Code Section 11-13-202.5.

Section 28. Warrant Program. On or before the first business day of each calendar month, Millcreek shall provide to Holladay a list of all warrants served since the date of the last listing, containing such information as Holladay may reasonably request. Within 30 days after Millcreek' written request from time to time, Holladay shall provide to Millcreek a current, updated report listing, by defendant, each warrant shown a Served Warrant List, specifying the defendant(s) that appeared in Court following service of such warrant(s); containing an accounting of all fines, fees, forfeitures, bails collected and other monies paid by such defendant(s) since service of such warrant(s), and other such information that Millcreek may reasonably request. Millcreek agrees to fully assume the expense associated with the creation of this report by Court staff. At the discretion of the chief judge of the Court, outstanding warrants may also be sent to the Office of State Debt Collection.

IN WITNESS WHEREOF, Holladay, 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 and attested by its recorder.

ATTEST:

Stephanie A. Carlson
City Recorder

CITY OF HOLLADAY

By: Rob Dahle
Rob Dahle, Mayor



ATTEST:

By: _____
Elyse Sullivan City Recorder

MILLCREEK

By: _____
Jeff Silvestrini, Mayor

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-9:

HOLLADAY CITY ATTORNEY

By: Todd J. Godfrey
Todd J. Godfrey, City Attorney

MILLCREEK CITY ATTORNEY

By: _____
John Brems, City Attorney

Exhibit A

Shared Budget Categories:

- Judge Salary, Benefits
- Existing Court Clerk/Judicial Assistant Staff Salaries, Benefits
- Bailiff
- Traffic School Expenses
- Prosecutor
- Public Defender
- Witness Fees
- Office Expenses and Supplies
- Mailing Costs
- Credit Card Service Fees
- Translator Fees
- Liability, Surety Bonds, Workers Comp
- Books, Subscriptions and Memberships
- Jury Expenses
- Any other costs not specifically included

If an extraordinary level of services is required to prosecute or defend any particular case(s) for a Party, then either (a) that Party may voluntarily defray such additional, unusual costs through additional payment(s) under this Agreement, or (b) the Administrative Panel may require that Party to pay such additional unusual cost(s), to the extent appropriate to cause each Party's proportionate share of the Operating Costs hereunder to fairly reflect their relative usage of the Court Services in connection with such case(s).

Additional Millcreek Cost Categories, Year 1:

- Additional Judicial Assistant Salary, Benefits
- Pro-rated Share of Capital Costs (Estimated to be approx. \$2,000 per year)