



RESOLUTION NO. R-26-08

A RESOLUTION OF THE CITY COUNCIL OF GARLAND CITY, UTAH, APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH TREMONTON CITY FOR JUSTICE COURT SERVICES, AND AUTHORIZING EXECUTION THEREOF

WHEREAS, Garland City, Utah (the “City”) desires to enter into an interlocal cooperation agreement with Tremonton City for the provision of court services to promote the health, safety, and welfare of the citizens of Garland City; and

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.*, political subdivisions of the State of Utah are authorized to enter into interlocal cooperation agreements for the joint exercise of powers and functions, including the provision of law enforcement services; and

WHEREAS, the Garland City Council has reviewed the proposed Interlocal Agreement for Justice Court Services between Garland City and Tremonton City (the “Agreement”), a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, the City Council finds that the Agreement is fair and equitable, that it is in the best interest of the City and its residents, and that it will provide efficient and effective law enforcement services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Garland City, Utah, as follows:

Section 1. Approval. The Interlocal Cooperation Agreement for Justice Court Services between Garland City and Tremonton City, attached hereto as Exhibit A, is hereby approved in all respects.

Section 2. Authorization. The Mayor of Garland City is hereby authorized and directed to execute the Agreement on behalf of the City, and the City Recorder is hereby authorized to attest to the Mayor’s signature and to deliver an executed copy of the Agreement to Tremonton City.

Section 3. Effective Date. This Resolution shall take effect immediately upon its passage and approval.

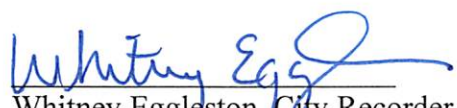
PASSED AND APPROVED by the City Council of Garland City, Utah, this 3 day of June, 2026.

GARLAND CITY, A Utah municipal corporation



Danny Austin, Mayor

ATTEST:



Whitney Eggleston, City Recorder

APPROVED AS TO FORM:



Steve Brooks, City Attorney

VOTING:

Jeanette Atkinson	Yes <u>✓</u>	No <u> </u>
Josh Munns	Yes <u>✓</u>	No <u> </u>
Tena Allen	Yes <u>✓</u>	No <u> </u>
Jim Hall	Yes <u>✓</u>	No <u> </u>
<u>Angela Johnson</u>	Yes <u>✓</u>	No <u> </u>

Exhibit A

INTERLOCAL AGREEMENT BETWEEN GARLAND CITY, UTAH, AND TREMONTON CITY, UTAH, FOR JUSTICE COURT SERVICES

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this ____ day of June, 2026, by and between GARLAND CITY, a municipal corporation of the State of Utah (“Garland”), and TREMONTON CITY, a municipal corporation of the State of Utah (“Tremonton”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, Tremonton and Garland are public agencies as defined by Utah Code § 11-13-103, and are authorized under the Interlocal Cooperation Act, Utah Code § 11-13-101 et seq., to enter into agreements for the performance of governmental functions or services; and

WHEREAS, Garland currently contracts with Box Elder County to adjudicate certain cases, including class B and C misdemeanors, violations of ordinances, small claims, and infractions, originating within its territorial boundaries but is seeking to terminate its contract with Box Elder County; and

WHEREAS, Tremonton City operates a Justice Court with the capacity and authority to adjudicate such cases; and

WHEREAS, the Parties desire to enter into an agreement whereby Tremonton City’s Justice Court will exercise jurisdiction over cases originating in Garland, to promote efficient administration of justice and public safety; and

WHEREAS, the Parties intend to comply with all applicable provisions of Utah law, including Utah Code § 78A-7-101 et seq., regarding the jurisdiction and operation of justice courts.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to grant the Tremonton City Justice Court jurisdiction to hear and adjudicate cases, including, but not limited to, class B and C misdemeanors, violations of City ordinances, small claims, and infractions, that originate within the territorial boundaries of Garland City, and to establish the terms and conditions for such services.

2. **Jurisdiction.**

a. Garland hereby authorizes the Tremonton City Justice Court to exercise jurisdiction over all cases arising within the territorial boundaries of Garland City, including, but not limited to:

- i. Class B and C misdemeanors as defined by Utah Code § 76-3-104;
- ii. Violations of Garland City ordinances;
- iii. Small claims cases as provided under Utah Code § 78A-8-101 et seq.; and
- iv. Infractions as defined by Utah law.

b. Tremonton agrees that its Justice Court shall accept and adjudicate such cases in accordance with applicable Utah law and court procedures.

c. Tremonton's Justice Court shall have the same authority to hear and determine cases originating in Garland as it has for cases originating in Tremonton City, subject to all applicable provisions of Utah law, including Utah Code § 78A-7-106.

3. **Term.** This Agreement shall commence on the date of execution by both Parties and shall continue for a term of five (5) years, unless terminated earlier as provided herein. The Agreement shall automatically renew for additional five (5) year terms unless otherwise terminated under the terms of this Agreement.

4. **Compensation.**

a. Garland shall pay Tremonton an annual fee of \$6,000.00, for the judicial services provided under this Agreement, payable in monthly installments of \$500.00 per month, due on the sixth day of each month, beginning August 1, 2026.

b. Beginning on the first anniversary of the Effective Date, and on each anniversary thereafter, the amounts payable under this Agreement shall be adjusted by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, published by the U.S. Bureau of Labor Statistics, measured from the most recently published index available as of the Effective Date anniversary compared to the index published twelve (12) months earlier. In no event shall the adjustment decrease the amounts payable under this Agreement.

c. The fee may be adjusted annually by mutual agreement of the Parties to reflect changes in the cost of providing judicial services, provided that any adjustment shall be agreed upon in writing at least sixty (60) days prior to the effective date of the adjustment.

d. Payments shall be made to: Tremonton City, Attn: City Manager, 102 S. Tremont St., Tremonton, UT 84337.

5. **Administration and Records.**

a. Tremonton shall maintain records of all cases adjudicated under this Agreement, including case filings, dispositions, and any fines or fees collected, in accordance with Utah law.

b. Tremonton shall provide Garland with quarterly reports summarizing the number and type of cases handled, including any fines or fees collected on behalf of Garland.

c. Any fines or fees collected from cases originating in Garland City shall be split 50/50 between Garland and Tremonton, unless otherwise agreed in writing.

d. Tremonton shall provide the Judge, Prosecuting Attorney, Public Defender, Victims Advocate, Court Clerks, Bailiffs, and any other court personnel as needed.

6. Liability and Indemnification.

a. Each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents in connection with this Agreement.

b. Tremonton shall indemnify and hold harmless Garland from any claims, damages, or liabilities arising from Tremonton's negligence or willful misconduct in performing judicial services under this Agreement.

c. Garland shall indemnify and hold harmless Tremonton from any claims, damages, or liabilities arising from Garland's negligence or willful misconduct in connection with this Agreement.

7. Termination

a. Either Party may terminate this Agreement upon ninety (90) days' written notice to the other Party.

b. Upon termination, Tremonton shall complete adjudication of any pending cases originating in Garland, unless otherwise agreed in writing.

c. In the event of termination, Garland shall pay Tremonton for all services rendered up to the date of termination, prorated, as necessary.

8. Insurance. Each Party shall maintain general Liability insurance or self-insurance in an amount sufficient to cover its obligations under this Agreement, consistent with Utah law. Upon request, each Party shall provide proof of such insurance to the other Party.

9. Compliance with Law. The Parties shall comply with all applicable federal, state, and local laws, including, but not limited to, the Interlocal Cooperation Act (Utah Code § 11-13-101 et seq.) and the Utah Justice Court statutes (Utah Code § 78A-7-101 et seq.)

10. **Dispute Resolution.** Any disputes arising under this Agreement shall first be addressed through good-faith negotiations between the Parties. If the dispute cannot be resolved within thirty (30) days, the Parties may pursue mediation or other legal remedies as provided by Utah law.

11. **Notices.** All notices required under this Agreement shall be in writing and delivered to:

For Garland:

Garland City
Attn: City Recorder
72 North Main Street Garland, UT 84312

For Tremonton:

Attn: City Recorder
102 S. Tremont St.
Tremonton, UT 84337.

12. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter herein.

13. **Amendment.** This Agreement may be amended only by a written instrument signed by both Parties.

14. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

16. **Independent Review.** Each Party acknowledges that it has had the opportunity to review this Agreement with legal counsel and enters it freely and voluntarily.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

TREMONTON CITY, UTAH

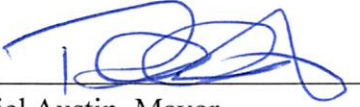
By: _____

Bret Rohde, Mayor

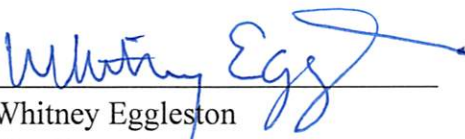
ATTEST:

Cynthia Nelson
City Recorder

GARLAND CITY, UTAH

By: 
Daniel Austin, Mayor

ATTEST:


Whitney Eggleston
City Recorder