

**INTERLOCAL COOPERATION AGREEMENT  
FOR JUSTICE COURT SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Santaquin City, a fourth-class city of the State of Utah, (“Santaquin”), and the Town of Goshen, a town of the State of Utah, (“Goshen”).

**WITNESSETH:**

WHEREAS, Both Santaquin and Goshen, sometimes referred to herein as a “Party,” or together as the “Parties,” presently provide and desire to continue providing justice court services on behalf of their respective municipalities; and

WHEREAS, Santaquin established the Santaquin Justice Court, complete with physical facilities, equipment, and supplies, of sufficient capacity to serve the needs of both Santaquin and Goshen; and

WHEREAS, Goshen established the Goshen Justice Court and designated that the Goshen Justice be located in the City of Santaquin, utilizing the Santaquin Justice Court facilities, equipment and Court Clerk services -and pursuant to an agreement with Santaquin City; and

WHEREAS, the location of each municipality is such that it is an advantage to share a common court facility and Court Clerk services; and

WHEREAS, Santaquin has appointed and employs a Justice Court Judge for the Santaquin Justice Court, which judge has also been appointed and serves as the Justice Court Judge for the Goshen Justice Court, and for which Goshen Town reimburses Santaquin City for its pro rata share of the expenses of the Judge’s employment in that capacity; and

WHEREAS, Santaquin is willing to allow Goshen to use the services of the Justice Court Judge, Court Clerk services, the physical facilities, equipment, and supplies necessary to conduct its justice court, on the terms and conditions hereinafter set forth and as authorized and provided for by the provisions of the Utah Interlocal Cooperation Act; and

WHEREAS, the governing body of each of the signatories has by resolution agreed to adopt this agreement;

NOW, THEREFORE, the parties hereto agree as follows:

**SECTION 1. EFFECTIVE DATE; DURATION**

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal

Cooperation Agreement to, and the approval and execution hereof by the governing bodies of Santaquin and Goshen. This Interlocal Cooperation Agreement shall continue through June 30, 2028.

## SECTION 2. ADMINISTRATION OF AGREEMENT

Santaquin and Goshen neither contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. Santaquin and Goshen agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, the governing body of Santaquin shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement neither anticipates nor provides for any organizational changes in the parties. Santaquin agrees to keep all books and records required by this Agreement in such form and manner as the Santaquin Auditor shall specify and further agrees that said books shall be open for examination by Goshen at reasonable times. All records created or received by Santaquin in accordance with this Agreement shall be Santaquin records. The parties agree that no joint real or personal property will be acquired, held, or disposed of as part of this Agreement.

## SECTION 3. PURPOSES AND DESCRIPTION OF SERVICES

3.1 This Interlocal Cooperation Agreement is established and entered into between Santaquin and Goshen for the purpose of providing Judicial and Court Clerk Services, and making physical facilities, equipment, and supplies available as necessary for the operation of the Goshen Justice Court at the Santaquin facility.

3.2 Both Santaquin and Goshen have appointed Judge Eric Jewell as the Justice Court Judge of their respective Justice Courts, pursuant to Utah Code Ann. § 78A-7-202 (2024). Santaquin and Goshen agree that Santaquin will employ and pay the salary; benefits, to which the Judge is entitled as an employee of Santaquin City and as outlined by Utah State Statute; and reimbursement for expenses in accordance with applicable Santaquin policies and procedures.

3.3 Santaquin and Goshen agree to direct the Court Clerk to keep separate records relating to the activities of each court; including, a separate docket book and a separate accounting for the fines and other monies received relating to and for the separate municipalities.

3.4 The disposition of fines and other forfeitures and monies collected, shall be accounted for and remitted as required by law.

## SECTION 4. MANNER OF FINANCING

4.1 In consideration of the above, Goshen shall pay to Santaquin a fee in the amount of Four Hundred and Nineteen dollars and ninety cents (\$419.90) for each month of services described in section 3 above, due and payable at the beginning of each and every month. This fee may be adjusted from year to year by Santaquin, based upon the cost of providing such services in previous years and modification in hours per week spent in each municipality. Santaquin City shall provide a written notice of the monthly fee to Goshen on or before the 120th

day prior to each anniversary date of this agreement, which fee shall become effective on the anniversary date unless this Agreement is terminated as provided in Section 5.

4.2 The costs incurred for the day-to-day operation of the courts, except as otherwise provided in this Interlocal Agreement, shall be paid by Santaquin. However, Goshen shall be responsible for and shall pay all costs and expenses for (a) fees payable to its City Attorney(s); (b) jury fees; (c) witness fees; (d) indigent counsel fees; (e) prosecuting attorneys' fees; and (f) all other costs and expenses directly associated with the handling of an offense charged under the ordinances of Goshen, whether the charges are disposed of by a plea bargain, trial, or otherwise.

4.3 The salary and expenses of the Justice Court Judge as outlined in section 3.2 shall be shared by the Parties and allocated based on the number of cases in each of the Justice Courts conducting business in the Santaquin court facilities. The Justice Court Judge's salary and increases are subject to laws and rules established by the state of Utah. The Parties shall make reasonable efforts to agree to any changes to salary to the extent municipal discretion is appropriate.

## SECTION 5. METHOD OF TERMINATION

This Interlocal Cooperation Agreement shall continue through June 30, 2028, pursuant to the provisions of section one of this Agreement. The Parties agree that any Party shall have the right to terminate this Agreement at the end of each June 30<sup>th</sup> thereafter, by delivering written notice to the other Party, by certified mail, no later than 90 days prior to said date, or at any other time mutually agreed to by the Parties.

## SECTION 6. INDEMNIFICATION

6.1 Santaquin shall indemnify and hold harmless Goshen, its officers, and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of negligent errors or omissions, gross negligence, and/or intentional acts committed by Santaquin officers, and/or employees while providing the facilities, equipment and supplies agreed upon herein.

6.2 Goshen shall indemnify and hold harmless Santaquin, its officers, and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of negligent errors or omissions, gross negligence, and/or intentional acts committed by Goshen officers, and/or employees related to the scope of this Interlocal Cooperation Agreement.

6.3 Goshen shall indemnify and hold harmless Santaquin, its officers, and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, person, or property arising out of negligent errors or omissions committed by the Justice Court Judge while providing services in his official capacity as the Justice Court Judge for Goshen.

6.4 Santaquin shall indemnify and hold harmless Goshen, its officers, and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, person, or property arising out of negligent errors or omissions committed by the Justice Court Judge while providing services in his official capacity as the Justice Court Judge for Santaquin.

## SECTION 7. REVIEW AND FILING OF AGREEMENT

Prior to its execution by the Parties, this Interlocal Cooperation Agreement shall be reviewed by legal counsel and approved as to form, as provided in Utah Code Ann. § 11-13-202.5. Executed copies of this Agreement shall be placed on file in the offices of Santaquin and Goshen, and with the official keeper of records of each Party and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

## SECTION 8. AMENDMENTS

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the Parties; (b) executed by a duly authorized official of each of the Parties; (c) submitted to and approved by an Authorized Attorney as set forth in Section 11-13-202.5, Utah Code Annotated (1953 as amended); and, (d) filed in the official records of each Party.

## SECTION 9. SEVERABILITY

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

## SECTION 10. GOVERNING LAW

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

*(Signatures Appear on the Next Page)*

**SANTAQUIN CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Daniel M. Olson, Mayor  
Santaquin City

ATTEST:

\_\_\_\_\_  
Amalie R. Ottley  
Santaquin City Recorder

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

\_\_\_\_\_  
Brett B. Rich  
Santaquin City Attorney

**GOSHEN TOWN**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
[NAME], Mayor  
Goshen Town

ATTEST:

\_\_\_\_\_  
[NAME]  
Goshen Town Clerk

APPROVED AS TO FORM AND COMPLIANCE WITH APPLICABLE LAW:

\_\_\_\_\_  
[Attorney]  
Goshen Town Attorney