

**INTERLOCAL AGREEMENT FOR THE CREATION OF A SCHOOL DISTRICT
AMONG THE CITIES OF LEHI, CEDAR HILLS, HIGHLAND, ALPINE, AMERICAN
FORK, AND DRAPER**

This *Interlocal Agreement* (hereinafter "Agreement") is entered into by and among Lehi City (hereinafter "Lehi"), the City of Cedar Hills, (hereinafter "Cedar Hills"), Highland City (hereinafter "Highland"), Alpine City (hereinafter "Alpine"), American Fork City (hereinafter "American Fork"), and Draper City (hereinafter "Draper") (each, a "Party" and collectively, the "Parties"), pursuant to the State of Utah's Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, et seq., and Utah Code Ann. § 53G-3-301, et seq (the "Act").

This Agreement shall be binding and effective upon the completion of each of the following (hereinafter "Effective Date"): (1) each Party affixing their respective signatures hereto; (2) the Agreement being approved by each Party, as contemplated by Utah Code Ann. §§ 11-13-202(2) and 11-13-202.5; and (3) the Agreement being filed with the keeper of records of each of the Parties, as required by Utah Code Ann. § 11-13-209.

Section 1. Recitals.

1.1. WHEREAS, the Parties have determined that it would be in the public interest to cooperate to provide for the improvement and more efficient administration of the public education system for grades K-12 in the incorporated limits of each Party.

1.2. WHEREAS, the Act specifically sets forth the process to create a new school district from an existing school district, and the Parties desire to follow said process.

1.3. WHEREAS, pursuant to the Act, in order to make such improvements, the Parties have determined to create a new school district throughout the contiguous area of the incorporated limits of each Party located within the boundaries of Utah County and certain unincorporated areas of Utah County within or adjacent to the incorporated limits of the Parties, which boundaries are depicted in the map attached hereto as **Exhibit A**.

1.4. WHEREAS, the boundaries of the new school district satisfy the requirements of the Act, because the boundaries are contiguous, include the entire boundaries of each participant municipality with the exception of Draper, include the portion of Draper that is currently within the Alpine School District, and include contiguous portions of Utah County that would become an isolated area if not included in the new school district in accordance with the Act, and will not result in any geographically isolated areas.

1.5. WHEREAS, a feasibility study was conducted by MGT Education to meet the requirements under the Act.

1.6. WHEREAS, the combined population of the Parties exceeds the minimum population threshold of at least 50,000.

1.7. WHEREAS, the combined population of the Parties is at least 80% of the total population of the proposed new school district, as required by the Act.

1.8. WHEREAS, the student population of the proposed new district exceeds 3,000 and the existing district's student population will not be less than 3,000 because of the creation of the new school district, as required by the Act.

1.9. WHEREAS, the Parties desire to cooperate in obtaining voter approval for the creation of a new school district (hereinafter "District") pursuant to Act.

1.10. WHEREAS, pursuant to the Utah Code, the Parties intend to end their relationship with Alpine School District ("Alpine District") and create the District.

Section 2. Terms of Agreement.

2.1. Pursuant to the Act, the Parties are entering into this Agreement to submit a proposal for voter approval to create the District. The Parties shall work together in a close and cooperative relationship to implement the establishment of the District. The Parties agree to proportionately share the respective costs and fees associated with this Agreement.

2.2. In September 2023, Alpine District began a feasibility study with MGT Education related to the reconfiguration of Alpine District. This feasibility study satisfies the requirements under the Act in order to allow the Parties to submit a proposal to create the District to Utah County.

2.3. The District shall run for the contiguous area of the Parties and shall incorporate all the incorporated limits of the Parties located within the boundaries of Utah County into the District, including the portion of Draper within the boundaries of Utah County pursuant to the Act, and certain unincorporated areas of Utah County within or adjacent to the incorporated limits of the Parties, leaving the remaining boundaries of Alpine District contiguous, with no isolated area. The District shall not cross county lines.

2.4. Pursuant to Utah Code Ann. § 11-13-207, the Parties shall create a joint board with representation from each Party having equal voting power. All decisions regarding the acquiring, holding, and disposing of real and personal property in furtherance of this Agreement shall be made pursuant to a vote of the joint board.

2.5. To the extent permitted by Utah law and without waiving their right or duty to take the procedural steps and analyze the substantive considerations required by Utah law, the Parties intend to cooperate and work together in meeting all requirements under the Act for the creation of the District, including but not limited to immediately filing a request with the county clerk to initiate the process to create a new school district in the form of the attached **Exhibit B**, submitting the matter for voter approval, and establishing a transition team if required by law should the creation of the District be approved. If allowed by law, the Parties shall also work together collectively to seek reimbursement of the Parties' costs incurred in the creation of the District.

Section 3. Term and Termination.

3.1. This Agreement shall commence on the Effective Date and continue indefinitely, until terminated in accordance with this Agreement or applicable law, or until the Parties agree that the purpose of this Agreement is complete, but in no event longer than fifty (50) years from the Effective Date.

3.2. This Agreement may be terminated by the Parties in the event that any party materially breaches its obligations under this Agreement; provided that a breaching Party shall be entitled to thirty (30) days' notice to cure the breach; if the breaching Party fails to cure the breach within this period, the non-breaching Parties may terminate this Agreement.

3.3. A Party may withdraw from this Agreement by providing the other Parties with fourteen (14) days' written notice of the withdrawal.

Section 4. Budget and Taxes.

Each Party shall be solely responsible for any tax liability which it may incur as a result of this Agreement and to separately finance and budget for any other revenues or expenditures arising out of or required for the performance of the Party's obligations under this Agreement. Any tax and financial liability of the District after its establishment will be borne solely by the District.

Section 5. Liability and Indemnification.

5.1. Each Party shall be solely responsible for responding to and defending any claims which may be asserted against it which occur prior to the formation of the District. Consequently, to the fullest extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Parties against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including (but not limited to) attorneys' fees, arising out of or resulting upon the indemnifying Party's responsibilities under this Agreement. However, the provisions of this Section 5.1. shall not be applicable to an indemnified Party to the extent any claim of liability is the result of some negligent, grossly negligent, intentional, or unethical act or inaction attributable to such Party. After the formation of the District and expiration of any appeal, referendum, or challenge periods, this Section shall terminate and the District shall be responsible for its own liability including any and all claims and actions against it.

5.2. Nothing in this Agreement, nor the performance hereof, shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which any Party or its employees, officers and directors may assert under State or federal law, including but not limited to The Governmental Immunity Act of Utah, UTAH CODE ANN. § 63G-7-101, *et seq.* All claims against any Party or its employees, officers and directors are subject to the provisions of the aforementioned Act, which controls all procedures and limitations in connection with any claim of liability.

5.3. Notwithstanding any provision set forth herein, no Party shall be liable to another Party or any other person for the Party's decision to withdraw from this Agreement after exercising such Party's right or duty to take the procedural steps and analyze and make a legislative decision regarding the substantive considerations required by Utah law in connection with the creation of the District.

Section 6. Representations and Warranties.

Each Party represents that its signatory has the authority to bind the Party to this Agreement.

Section 7. Confidentiality.

The Parties acknowledge and agree that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq.*, as the same may be amended from time to time.

Section 8. Recitals and Exhibits.

8.1. The introduction, as well as the recitals set forth in Section 1.0., are hereby incorporated into this Agreement by this reference.

8.2. Likewise, any exhibit referenced in this Agreement, or attached hereto, is incorporated into this Agreement by this reference.

Section 9. Notice.

9.1. If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To Lehi City:

Attn: Mayor
153 N 100 E
Lehi, UT 84043

To the City of Cedar Hills:

Attn: Mayor
10246 N Canyon Rd
Cedar Hills, UT 84062

To the City of Highland:

Attn: Mayor
5400 Civic Center Dr
Highland, UT 84003

To the City of Alpine:

Attn: Mayor
20 N Main St
Alpine, UT 84004

To American Fork City:

Attn: Mayor
51 E Main St
American Fork, UT 84103

To Draper City:

Attn: Mayor
1020 Pioneer Rd
Draper, UT 84020

9.1.1. The designation of a contact individual or address may be changed by providing written notice to the Parties in the same manner contemplated by this Section 9. Such a change in designation shall not be subject to Section 13.

9.2. If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third calendar day thereafter.

Section 10. Attorney's Fees and Costs.

10. Each Party shall bear its own attorney's fees and costs incurred in connection with the execution and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorney's fees, legal costs, and other collection fees and costs incurred by the prevailing Party in connection with the suit, both before and after judgment, in addition to any other relief to which such Party may be entitled.

Section 11. Further Assurances.

The Parties mutually agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

Section 12. Time.

Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein, including (but not limited to) the provisions contemplated in Section 2.

Section 13. Amendments.

13.1. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by each Party.

13.2. Other entities may become parties to this Agreement, by executing an Addendum to this Agreement. In order for an entity to be added to this Agreement by Addendum, the Addendum must be approved by resolution of the governing body of the entity to be added and the governing bodies of the Parties; and the Addendum must be reviewed for proper form and compliance with applicable law by the attorney for the entity to be added and the attorneys for the respective Parties. Prior to becoming effective, this Agreement and any Addendum shall be filed with the official keepers of records of the Parties and the entity being added to this Agreement.

Section 14. Waivers.

No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

Section 15. Drafting and Voluntary Execution.

15.1. The drafting and negotiation of this Agreement have been accomplished collectively by each Party, and for all purposes this Agreement shall be deemed to have been drafted jointly by

each such Party. The Parties acknowledge that they have been represented by counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their counsel, and that they fully understand the terms of this Agreement and the consequences thereof.

15.2. The Parties have been afforded the opportunity to negotiate as to any and all terms of this Agreement, and each Party is executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The Parties further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their affiliates and agents, as well as any other representative or consultant, as to the extent and effect of the terms and conditions contained herein without any reliance upon any statement or representation of any other Party or any officer, director, employee, agent, servant, adjutor, or attorney on acting on behalf of any other Party.

15.3. The headings in this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language contained herein.

15.4. This Agreement may be executed in counterparts, whether physical or electronic, which together form an original document.

Section 16. Severability.

If any provision of this Agreement is determined by a court of proper jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

Section 17. Third-Party Beneficiaries.

This Agreement is not intended to create any rights or benefits (whether intended or incidental) for any third party. Only the named Parties hereto may enforce the terms and conditions of this Agreement.

Section 18. Entire Agreement.

All agreements, covenants, representations and warranties – express or implied, oral or written – of the Parties concerning the subject matter hereof are contained solely in this Agreement. No other agreements, covenants, representations, or warranties – express or implied, oral or written – have been made by any Party to any other Party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged herein. This is an integrated agreement.

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, Lehi, Cedar Hills, Highland, Alpine, American Fork, and Draper voluntarily enter into this Agreement, as evidenced by affixing their respective signatures below.

Lehi City:

City of Cedar Hills:

Mark Johnson

By: _____

By: MARK JOHNSON

Its: _____

Its: MAYOR

Dated: _____

Dated: 4/29/2004

Attest:

Attest:



Teisha Wilson
Teisha Wilson, City Recorder

_____, City Recorder

Dated: 4-29-24

Dated: _____

Reviewed and approved as to proper form and compliance with applicable law:

Reviewed and approved as to proper form and compliance with applicable law:

Ryan V. Wood
_____, City Attorney

_____, City Attorney

Lehi City:

City of Cedar Hills:

By:
Its:

Denise Andersen
By: Denise Andersen
Its: Mayor

Dated: _____

Dated: April 29, 2024

Attest:

Attest:

_____, City Recorder

Colleen A. Mulvey
Colleen A. Mulvey, City Recorder

Dated: _____

Dated: April 29, 2024

Reviewed and approved as to
proper form and compliance
with applicable law:

Reviewed and approved as to
proper form and compliance
with applicable law:

_____, City Attorney

Hyrum Fosserman
Hyrum Fosserman, City Attorney



Highland City:

Kurt Oster
By: KURT OSTER
Its: MAYOR
Dated: April 29, 2024

Attest:

Heather White
_____, City Recorder, Deputy
Dated: April 29, 2024

Reviewed and approved as to proper form and compliance with applicable law:

Robert A. Patterson

ROBERT A. PATTERSON City Attorney



Alpine City:

By:
Its:
Dated: _____

Attest:

_____, City Recorder
Dated: _____

Reviewed and approved as to proper form and compliance with applicable law:

_____, City Attorney

American Fork City:

Brad Frost
By: Brad Frost
Its: Mayor
Dated: 4/29/2024

Attest:

Terilyn Lurker
Terilyn Lurker, City Recorder
Dated: 4/29/24

Reviewed and approved as to proper form and compliance with applicable law:

Cheryl Lynn Egner 4/29/24
Cheryl Lynn Egner, City Attorney



Draper City:

Troy K. Walker
By: Troy K. Walker
Its: Mayor
Dated: 4/29/24

Attest:

Laura Oscarson
Laura Oscarson, City Recorder
Dated: 4.29.2024

Reviewed and approved as to proper form and compliance with applicable law:

Mike Barker 4-29-24
Mike Barker, City Attorney



Highland City:

Alpine City:

By:
Its:

By: Jason Thelin
Its: Mayor Pro Tem

Dated: _____

Dated: 29 April 2024

Attest:

Attest:

_____, City Recorder

DeAnn Parry
DeAnn Parry, City Recorder

Dated: _____

Dated: 29 April 2024

Reviewed and approved as to
proper form and compliance
with applicable law:

Reviewed and approved as to
proper form and compliance
with applicable law:

_____, City Attorney

Stephen B. Doherty
STEPHEN B. DOHERTY, City Attorney

EXHIBIT A

Map of Proposed District Boundaries

