

RESOLUTION R - 17 - 2024

**A RESOLUTION OF EAGLE MOUNTIAN CITY, UTAH, APPROVING AN
INTERLOCAL AGREEMENT BETWEEN EAGLE MOUNTAIN CITY,
UTAH, THE CITY OF SARATOGA SPRINGS AND FAIRFIELD TOWN
FOR THE CREATION OF A SCHOOL DISTRICT**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

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 entity; and

WHEREAS, pursuant to Utah Code Ann. § 53G-3-301(2024), 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 Saratoga Springs, Eagle Mountain, Fairfield, Cedar Fort, and certain unincorporated areas west of Utah Lake, which new school district boundaries will not result in any geographically isolated areas; and

WHEREAS, a feasibility study was conducted by MGT Education to meet the requirements under Utah Code Ann. § 53G-3-301.4(7)(b)(2024); and

WHEREAS, the Parties desire to cooperate in obtaining voter approval for the creation of a new school district pursuant to Utah Code Ann. § 53G-3-301.4(2024); and

WHEREAS, the combined population of the Parties constitutes at least 80 percent of the total population of the District in compliance with Utah Code Ann. § 53G-3-301.4(2)(a)(ii)(2024); and

WHEREAS, pursuant to the Utah Code, the Parties intend to end their relationship with Alpine School District and create the new district; and

WHEREAS, no interlocal entity is being created by the Agreement; and

WHEREAS, the City Attorney has reviewed the Agreement and has determined that the Agreement meets the requirements of the Interlocal Cooperation Act; and


WHEREAS, the Agreement will further the health, safety, and welfare of City residents by allowing for the joint and cooperative action for these services.

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

1. That it hereby approves the Interlocal Agreement for the creation of a school district between Eagle Mountain City, the City of Saratoga Springs and Fairfield Town ("Agreement") attached as Exhibit "A."
2. Eagle Mountain City Staff is hereby directed to file all necessary paperwork with the Utah County Recorder's Office on May 1, 2024, and to ensure all necessary requirements are met as required by Utah Code Chapter 53G-3(2024) et seq. for the creation of a school district by interlocal agreement participants.
3. That the Mayor is authorized to sign said Agreement.
3. This Resolution shall take effect on May 1, 2024.

Passed, adopted and approved this 29th day of April, 2024.

EAGLE MOUNTAIN CITY


Tom Westmoreland, Mayor

ATTEST:


Fionnuala B. Kofoed, MMC
City Recorder



EXHIBIT A
Interlocal Agreement

**INTERLOCAL AGREEMENT FOR THE CREATION OF A SCHOOL DISTRICT
BETWEEN THE CITY OF SARATOGA SPRINGS, EAGLE MOUNTAIN CITY, AND
FAIRFIELD TOWN**

This *Interlocal Agreement* (hereinafter “Agreement”) is entered into by and between Eagle Mountain City, Utah (hereinafter “Eagle Mountain”), the City of Saratoga Springs, Utah (hereinafter “Saratoga Springs”), and Fairfield, Utah (collectively the “Parties”), pursuant to the State of Utah’s Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, et seq.

This Agreement shall be effective as of May 1, 2024 (hereinafter “Effective Date”). The Parties shall cooperate together diligently to ensure that each of the following has been completed as of May 1, 2024: (1) each party has affixed their respective signatures hereto; (2) the Agreement has been approved by each party as contemplated by Utah Code Ann. §§ 11-13-202(2) and 11-13-202.5; and (3) the Agreement is filed with the keeper of records of each of the parties hereto 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 entity.

1.2. WHEREAS, pursuant to Utah Code Ann. § 53G-3-301, 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 entity, the Towns of Fairfield Town and Cedar Fort, and certain unincorporated areas west of Utah Lake, which new school district boundaries will not result in any geographically isolated areas.

1.3. WHEREAS, a feasibility study was conducted by MGT Education to meet the requirements under Utah Code Ann. § 53G-3-301.4(7)(b).

1.4. WHEREAS, the Parties desire to cooperate in obtaining voter approval for the creation of a new school district (hereinafter “District”) pursuant to Utah Code Ann. § 53G-3-301.4, which proposed District boundaries are shown in the attached Exhibit A.

1.5. WHEREAS, the combined population of the Parties constitutes at least 80 percent of the total population of the District in compliance with Utah Code Ann. § 53G-3-301.4(2)(a)(ii).

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

Section 2. Terms of Agreement.

2.1. Pursuant to Utah Code Ann. § 53G-3-301.4, 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 began a feasibility study with MGT Education related to the reconfiguration of Alpine. This feasibility satisfies the requirements under Utah Code Ann. § 53G-3-301.4(7)(b) in order to allow the Parties to submit the proposal to Utah County.

2.3. The District shall run for the contiguous area of Saratoga Springs, Eagle Mountain, Fairfield, Cedar Fort, and all the incorporated limits of Alpine west of Utah Lake leaving the remaining boundaries of Alpine contiguous, which will leave no isolated portion. A more precise map of the proposed District is shown as Exhibit A. The District shall be entirely contained within the geographical areas shown in Exhibit A and shall not cross county lines. New properties annexed into Saratoga Springs, Eagle Mountain, Fairfield, and Cedar Fort shall automatically be annexed into the District in accordance with state law.

2.4. Pursuant to Utah Code Ann. § 11-13-207, the Parties appoint the Saratoga Springs City Manager as the administrator of the interlocal agreement.

2.5. The Parties intend to cooperate and work together in meeting all requirements as required by Utah Code Ann. § 53G-3-101, et seq. in the creation of the District including but not limited to submitting a request to Utah County for the creation of the District, designating sponsors of the request, providing for a public comment period, holding public hearings, taking a final vote on the creation of the District, and cooperating with Utah County in submitting the matter for voter approval.

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, applicable law, or until the Parties agree that the purpose of this Agreement is complete.

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.

Section 4. Taxes.

Each party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

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 party 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 if any claim of liability is the result of some negligent, grossly negligent, intentional, or unethical act or inaction attributable to the other 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 either 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 the either 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.

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 Eagle Mountain City:

Attn: Steve Mumford
1650 Stagecoach Run
Eagle Mountain, UT 84005
smumford@emcity.org

To the City of Saratoga Springs:

Attn: Mark J. Christensen
1307 N. Commerce Drive, Suite 100
Saratoga Springs, UT 84045
markc@saratogasprings-ut.gov

To Fairfield Town:

Attn: Hollie McKinney
PO Box 271
Cedar Valley, UT 84013
mayor@fairfieldtown.org

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 said 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.

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

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 hereto 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 hereto 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, adjustor, 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.

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.

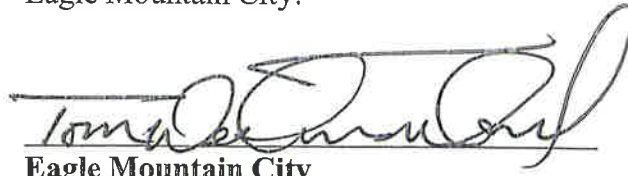
All agreements, covenants, representations and warranties – express or implied, oral or written – of the Parties concerning the subject matter hereof are contained solely in this Agreement. No other agreements, covenants, representations, or warranties – express or implied, oral or written – have been 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. This Agreement may be executed in identical duplicate originals, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, Eagle Mountain, Saratoga Springs, and Fairfield voluntarily enter into this Agreement, as evidenced by affixing their respective signatures below.

Eagle Mountain City:

Saratoga Springs:

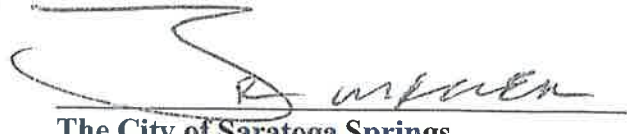


Eagle Mountain City

By: Tom Westmoreland

Its: Mayor

Dated: 4-29-2024



The City of Saratoga Springs

By: Jim Miller

Its: Mayor

Dated: 4-29-2024

Attest:

Attest:


Fionnuala B. Kofoed, MMC, City Recorder

Dated: 4/29/2024



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

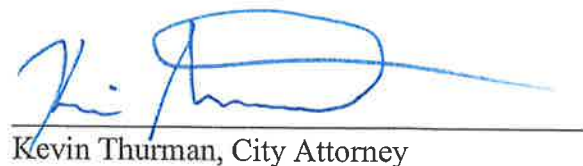

Marcus Draper, City Attorney


Nicolette Fike, City Recorder

Dated: 4-29-2024



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


Kevin Thurman, City Attorney

Fairfield Town:



Fairfield Town

By: Hollie McKinney

Its: Mayor

Dated: 4-29-2024

Attest:


Stephanie Shelley, Town Recorder

Dated: April 29, 2024

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


Larry Jenkins, Town Attorney



Resolution #2024-12 A Resolution of Fairfield Town, Utah, Approving an Interlocal Agreement between the City of Saratoga Springs, Eagle Mountain City, and Fairfield Town for the creation of a school district.

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

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 entity; and

WHEREAS, pursuant to Utah Code Ann. § 53G-3-301(2024), 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 Saratoga Springs, Eagle Mountain, Fairfield, Cedar Fort, and certain unincorporated areas west of Utah Lake, which new school district boundaries will not result in any geographically isolated areas; and

WHEREAS, a feasibility study was conducted by MGT Education to meet the requirements under Utah Code Ann. § 53G-3-301.4(7)(b)(2024); and

WHEREAS, the Parties desire to cooperate in obtaining voter approval for the creation of a new school district pursuant to Utah Code Ann. § 53G-3-301.4(2024); and

WHEREAS, the combined population of the Parties constitutes at least 80 percent of the total population of the District in compliance with Utah Code Ann. § 53G-3-301.4(2)(a)(ii)(2024); and

WHEREAS, pursuant to the Utah Code, the Parties intend to end their relationship with Alpine School District and create the new district; and

WHEREAS, no interlocal entity is being created by the Agreement; and

WHEREAS, the Town Attorney has reviewed the Agreement and has determined that the Agreement meets the requirements of the Interlocal Cooperation Act; and

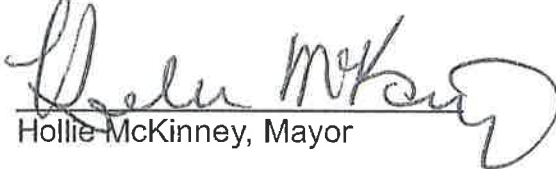
WHEREAS, the Agreement will further the health, safety, and welfare of Town residents by allowing for the joint and cooperative action for these services.

NOW THEREFORE BE IT RESOLVED by the Town Council of Fairfield Town, Utah as follows:

1. That it hereby approves the Interlocal Agreement for the creation of a school district between the City of Saratoga Springs, Eagle Mountain City, and Fairfield Town ("Agreement") attached as Exhibit "A."
2. The Staff for Fairfield Town is hereby directed to file all necessary paperwork with the Utah County Recorder's Office on May 1, 2024, and to ensure all necessary requirements are met as required by Utah Code Chapter 53G-3(2024) et seq. for the creation of a school district by interlocal agreement participants.
3. That the Town Mayor is authorized to sign said Agreement.
3. **This Resolution shall take effect on May 1, 2024.**


Passed, adopted, and approved this 29th day of April, 2024.

Fairfield Town


Hollie McKinney, Mayor

RL Panek	Yes <u>RL</u>	No <u> </u>
Tyler Thomas	Yes <u>TT</u>	No <u> </u>
Richard Cameron	Yes <u>RSC</u>	No <u> </u>
Michael Weber	Yes <u>W</u>	No <u> </u>

Attest:


Stephanie Shelley, Town Recorder/Clerk

(Seal)



RESOLUTION R24-28 (4-29-24)

**A RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY
OF SARATOGA SPRINGS, EAGLE MOUNTAIN CITY, AND FAIRFIELD
TOWN FOR THE CREATION OF A SCHOOL DISTRICT**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

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 entity; and

WHEREAS, pursuant to Utah Code Ann. § 53G-3-301(2024), 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 Saratoga Springs, Eagle Mountain, Fairfield, Cedar Fort, and certain unincorporated areas west of Utah Lake, which new school district boundaries will not result in any geographically isolated areas; and

WHEREAS, a feasibility study was conducted by MGT Education to meet the requirements under Utah Code Ann. § 53G-3-301.4(7)(b)(2024); and

WHEREAS, the Parties desire to cooperate in obtaining voter approval for the creation of a new school district pursuant to Utah Code Ann. § 53G-3-301.4(2024); and

WHEREAS, the combined population of the Parties constitutes at least 80 percent of the total population of the District in compliance with Utah Code Ann. § 53G-3-301.4(2)(a)(ii)(2024); and

WHEREAS, pursuant to the Utah Code, the Parties intend to end their relationship with Alpine School District and create the new district; and

WHEREAS, no interlocal entity is being created by the Agreement; and

WHEREAS, the City Attorney has reviewed the Agreement and has determined that the Agreement meets the requirements of the Interlocal Cooperation Act; and


WHEREAS, the Agreement will further the health, safety, and welfare of City residents by allowing for the joint and cooperative action for these services.

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

1. That it hereby approves the Interlocal Agreement for the creation of a school district between the City of Saratoga Springs, Eagle Mountain City, and Fairfield Town ("Agreement") attached as Exhibit "A."
2. The Staff for the City of Saratoga Springs is hereby directed to file all necessary paperwork with the Utah County Recorder's Office on May 1, 2024, and to ensure all necessary requirements are met as required by Utah Code Chapter 53G-3(2024) et seq. for the creation of a school district by interlocal agreement participants.
3. That the City Mayor is authorized to sign said Agreement.
3. This Resolution shall take effect on May 1, 2024.

Passed, adopted and approved this 29th day of April, 2024.

City of Saratoga Springs


Jim Miller, Mayor

Attest:


City Recorder



Via Regular Mail and Email

Councilman Christopher Carn
1307 North Commerce Drive
Saratoga Springs, UT 84045

Re: Request to Initiate School District Creation Process

Dear Councilman Carn:

I received your *Request To Initiate School District Creation Process* on April 30, 2024. Under Utah Code 53G-3-301.4(5), I certify your request and will deliver a copy of the certified request to each of the legislative bodies of the interlocal agreement participants.

This letter serves as notification as required under Utah Code 53G-3-301.4(5)(b)(i)(B).

Sincerely,



Aaron R. Davidson
Utah County Clerk
100 E Center Street, Suite 3100
Provo, UT 84606
aaronr@utahcounty.gov



Petition / Referendum Receipt



1	Organization:	Interlocal Agreement with ^{city of} Saratoga Springs Eagle Mountain city Fairfield Town
2	Submitted by:	Nicole Fike, Saratoga Springs City Recorder
3	Phone number:	801-766-9793
4	Email:	nfike@saratogasprings-ut.gov
5	Total Packets Received:	
6	Estimated total of Signatures:	
7	List of Packet numbers received:	

Signature of office staff:

Carlin Castelli

Received date and time stamp:



@ 9:02 AM