

City of Orem Resolution No. R-2024-0016

A RESOLUTION OF THE OREM CITY COUNCIL APPROVING AND AUTHORIZING
THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH VINEYARD,
LINDON, AND PLEASANT GROVE REGARDING THE REORGANIZED SCHOOL
DISTRICT

WHEREAS on November 5, 2004, voters in Utah County approved Propositions 11 and 14, which approved and initiated a three-way split of the Alpine School District (ASD); and

WHEREAS as a result of the split, the municipal boundaries of Orem, Vineyard, Lindon, and Pleasant Grove, and contiguous parts of unincorporated Utah County, will be included in a reorganized new school district ("Reorganized School District"); and

WHEREAS Orem, Vineyard, Lindon and Pleasant Grove recognize the need for a cooperative approach to ensure a smooth transition and effective support for the Reorganized School District in compliance with Utah Code Title 53G, Chapter 3; and

WHEREAS Orem, Vineyard, Lindon and Pleasant Grove desire to enter into an interlocal agreement to provide a framework for cooperation, define financial contributions and shared responsibilities, and ensure long-term support for the Reorganized School District; and

WHEREAS the Orem City Council finds that it is in the best interest of the City to enter into the proposed interlocal agreement with Vineyard, Lindon and Pleasant Grove.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OREM, UTAH AS FOLLOWS:

1. The City Council of the City of Orem hereby approves the proposed interlocal agreement with Vineyard, Lindon and Pleasant Grove and authorizes the Mayor to execute said agreement substantially in the form shown in Exhibit "A" which is attached hereto and by reference is made a part hereof.

2. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 17th day of December, 2024.


David A. Young, Mayor

ATTEST:


Teresa McKittrick, City Recorder

COUNCILMEMBER**AYE NAY ABSTAIN**

David A. Young



Jeff Lambson



Jenn Gale



Tom Macdonald



LaNae Millett



Chris Killpack



David Spencer



Exhibit A

INTERLOCAL AGREEMENT REGARDING ACTIVITIES RELATED TO FORMATION OF REORGANIZED NEW SCHOOL DISTRICT SERVING RESIDENTS OF THE CITIES OF LINDON, OREM, PLEASANT GROVE, AND VINEYARD

This Interlocal Agreement (the “Agreement”) is made and entered into this ____ day of December, 2024, by and among the cities of Orem, Vineyard, Lindon, and Pleasant Grove (hereinafter referred to collectively as the “Parties” or individually as a “Party”), pursuant to the Utah Interlocal Cooperation Act, Utah Code Title 11, Chapter 13.

RECITALS

WHEREAS, on November 5, 2024, voters in Utah County approved Propositions 11 and 14, which approved and initiated a three-way split of the Alpine School District (ASD). As a result of the split, the municipal boundaries of Orem, Vineyard, Lindon, and Pleasant Grove, and contiguous parts of unincorporated Utah County, shall be included in a reorganized new school district (“New District”);

WHEREAS, the Parties recognize the need for a cooperative approach to ensure a smooth transition and effective support for the New District in compliance with Utah Code Title 53G, Chapter 3; and

WHEREAS, this Agreement will provide a framework for cooperation, define financial contributions and shared responsibilities, and ensure long-term support for the New District;

AGREEMENT

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

SECTION 1: PURPOSE

The purpose of this Agreement is to establish a cooperative framework among the Parties to support the creation, transition, and operation of the New District. The power and authority granted under this agreement shall be limited to completing state required applications, forms, or producing other reports necessary in formation of the New District. An amendment to this Agreement shall be required before the Joint Board may take any other actions.

SECTION 2: TERM AND TERMINATION

This Agreement shall become effective upon approval by the legislative body of each Party and the execution by an authorized representative of all Parties and shall remain in effect until the new school district Board starts their term.

SECTION 3: GOVERNANCE AND COORDINATION

3.1 Joint Board: As required by UTAH CODE ANN. Section 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of (1) each city's mayor, (2) each city's manager/administrator, and (3) a city council member of each city appointed by the city council of that city, or the designee of any of the foregoing.

3.2 Meetings: The Parties agree to meet at least quarterly, or more frequently as needed, to discuss and address matters related to the New District. Meeting locations shall rotate among the Parties unless otherwise agreed.

3.3 Liaisons: Each Party shall designate a liaison to facilitate communication with the New District's governing board once established.

SECTION 4: ASSETS AND LIABILITIES

4.1 Asset Allocation: The Parties agree to support the statutory process for identifying and allocating the assets of the Alpine School District equitably.

SECTION 5: FINANCIAL SUPPORT AND CONTRIBUTIONS

5.1 Each Party agrees to contribute financially to support the activities authorized by this agreement. The amount contributed by each Party to the costs associated with completing state required applications, forms, or producing other reports necessary in formation of the New District shall be equal.

SECTION 6: MODIFICATION

6.1 This Agreement may be modified by mutual written consent of the legislative body of each of the Parties.

SECTION 7: MISCELLANEOUS PROVISIONS

7.1 Entire Agreement: This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes any prior or contemporaneous agreements.

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

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

7.4 Execution in Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7.5 No Separate Entity: The parties agree that this Agreement does not create an interlocal entity.

7.6 Financing and Joint Cooperative Undertaking and Establishing Budget: There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

7.7 Attorney Review: This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the parties in accordance with UTAH CODE ANN. Section 11-13-202.5.

7.8 Copies: Duly executed original counterparts of this Agreement shall be filed with the keeper of the records of each party pursuant to UTAH CODE ANN. Section 11-13- 209.

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement as of the date first written above.

(signature pages attached below)

ATTEST:

CITY OF OREM
a Utah municipal corporation

Signature: _____
Teresa McKittrick, City Recorder

Signature: _____
David Young, Mayor

APPROVED AS TO FORM:

Signature: _____
City Attorney

ATTEST:

CITY OF VINEYARD
a Utah municipal corporation

Signature: _____
Pam Spencer, City Recorder

Signature: _____
Julie Fullmer, Mayor

APPROVED AS TO FORM:

Signature: _____
City Attorney

ATTEST:

CITY OF LINDON
a Utah municipal corporation

Signature: _____
Britni Laidler, City Recorder

Signature: _____
Carolyn Lundberg, Mayor

APPROVED AS TO FORM:

Signature: _____
City Attorney

ATTEST:

CITY OF PLEASANT GROVE
a Utah municipal corporation

Signature: _____
Wendy Thorpe, City Recorder

Signature: _____
Guy Fugal, Mayor

APPROVED AS TO FORM:

Signature: _____
City Attorney

