

**MASTER INTERLOCAL AGREEMENT FOR JOINT USE OF
FACILITIES BETWEEN DAVIS SCHOOL DISTRICT AND SOUTH
DAVIS RECREATION DISTRICT**

This Agreement is made and entered into this _____ day of _____, 2026, by and between the Davis School District ("School District"), having its principal offices at 45 East State Street, Farmington City, Davis County, State of Utah, and South Davis Recreation District ("Recreation District"), having its principal offices at 550 North 200 West, Davis County, State of Utah. The School District and Recreation District are hereinafter referred to individually as a "Party" and collectively as the "Parties."

The Parties agree as follows:

- I. The School District is a school district organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.
- II. The Recreation District is a special service district organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.
- III. The Recreation District owns the South Davis Recreation Center, which is located in Bountiful City and serves Bountiful, Centerville, North Salt Lake, West Bountiful Woods Cross, and portions of unincorporated Davis County ("Recreation District Facilities").
- IV. The School District owns certain schools which are located within the Recreation District, together with accompanying playgrounds and gymnasium facilities. ("School District Facilities").
- V. The School District has need to use the Recreation District Facilities in conjunction with the School District's programs and activities.
- VI. The Recreation District has need to use the School District Facilities in connection with the Recreation District's programs and activities.
- VII. The Recreation District and the School District are desirous of entering into this Interlocal Cooperation Agreement, pursuant to the provisions of the Utah Interlocal Cooperation Act, as set forth in *Utah Code Ann. Title 11, Chapter 13*, for their mutual benefit and for the further purpose of more fully developing and utilizing public facilities, thereby reducing costs and expenses to the taxpayers of both the Recreation District and the School District.
- VIII. The Recreation District and the School District hereby find that this Agreement is in the best interest of the public and will efficiently and economically provide for the use of Recreation District Facilities for School District purposes and activities, and the use of School District Facilities for Recreation District purposes and activities. Such Agreement shall be for the additional purpose of accommodating certain School District activities at Recreation District Facilities and providing for the Recreation District to have available for its use, gymnasiums and play fields and other School District Facilities in connection with the programs and activities of

the Recreation District.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions as hereinafter set forth, the School District and the Recreation District hereby agree as follows:

1. DURATION OF AGREEMENT

This Agreement shall continue and remain in full force and effect for a period of ten (10) years unless terminated by the mutual consent of both Parties, or terminated in accordance with the termination provision contained herein. During the term of the Agreement, the Parties shall, at the request of either party, coordinate an evaluation of the Agreement, no more than once per year during a mutually agreeable time.

2. PRIOR AGREEMENTS

This Agreement shall not replace the Agreement entered into regarding the development and use of each other's gymnasium and recreation center -*Interlocal Agreement; Bountiful Jr. Gym - March 1, 2005* (assignment of all interest by Bountiful City to South Davis Recreation District, May 14, 2007).

3. NO SEPARATE ENTITY

This agreement shall not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this Agreement.

4. PURPOSE

The purpose of this Agreement is to provide a legal means for the Parties to more fully utilize existing public facilities thereby benefitting the students and patrons of the School District and the residents and inhabitants of the Recreation District and reducing costs and expenses to all taxpayers within the School District and the Recreation District.

5. IMPROVEMENTS

Neither Party shall be required to install any improvements under the terms of this Agreement unless specifically agreed to in writing by the Parties in an Addendum to this Agreement.

6. DEFINITIONS

“Agreement” means this Master Interlocal Agreement for Joint Use of Facilities Between Davis School District and South Davis Recreation District, as may be amended from time to time.

“Recreation District” means the South Davis Recreation District, a special service district organized under Utah law.

“School District” means the Davis School District, a public school district organized under Utah law.

“Recreation District Facilities” means all real property, buildings, grounds, and improvements owned, operated, or controlled by the Recreation District, including but not limited to the South Davis Recreation Center and its aquatic facilities.

“School District Facilities” means all real property, buildings, grounds, gymnasiums, and other improvements owned, operated, or controlled by the School District and used for educational or extracurricular purposes.

“Out-of-District School” means any school operated by the School District that is located outside the geographic boundaries of the Recreation District and whose residents do not contribute ad valorem property taxes to the Recreation District. As of the date of this Agreement, Farmington High School is the only such school.

“Direct Additional Costs” means the actual incremental expenses incurred by a Party as a result of the other Party's use of its facilities, including but not limited to utilities, custodial services, equipment maintenance, supervision, and security.

“Capital and Operational Contribution” means the annual payment made by the School District to the Recreation District for the purpose of supporting long-term facility sustainability, capital repairs, and expansion, calculated as described in Section 8 of this Agreement.

“Farmington High School Surcharge” means the additional fee paid by the School District for use of the Recreation District Facilities by Farmington High School students, as set forth in Section 8 of this Agreement, including both a flat annual charge and a per-student daily usage fee.

“Priority Use Period” means the annual time window during which each Party may reserve facility time before availability is opened to other users, as described in Section 15.

7. SCHOOL DISTRICT USE OF RECREATION DISTRICT PROPERTY AND FACILITIES

The Recreation District's programs and activities shall have priority for use of all Recreation District Facilities. The School District shall have the right to use the Recreation District Facilities in connection with School District activities provided such use does not interfere with the Recreation District's programs and activities.

During such periods of use, the School District shall be responsible for payment to the Recreation District of such sums as are sufficient to reimburse the Recreation District for all Direct Additional Costs resulting from such use including but not limited to equipment maintenance, utilities, building and grounds maintenance, supervision expenses and custodial services.

8. RECREATION DISTRICT USE OF SCHOOL DISTRICT PROPERTY AND FACILITIES

The School District's programs and activities shall have priority for use of all School District Facilities. The Recreation District shall have the right to use the School District Facilities in connection with Recreation District activities provided such use does not interfere with the School District's programs and activities.

During such periods of use, the Recreation District shall be responsible for payment to the School District of such sums as are sufficient to reimburse the School District for direct additional costs resulting from such use including but not limited to field maintenance, utilities, building, maintenance, supervision expenses, and custodial services.

9. CAPITAL AND OPERATIONAL CONTRIBUTIONS

The Parties recognize that the School District's ongoing use of the Recreation District Facilities—including the aquatic center—imposes wear and demand on infrastructure and programming that extend beyond day-to-day operational costs. In recognition of this sustained use, the School District agrees to purchase facility memberships at the youth rate for individual swimmers that will be locked into a 3-year commitment. ~~Collected fees will go to a restricted fund established by the Recreation District for future expansion, major maintenance, and operational support related to shared-use facilities.~~

This cost of memberships shall be calculated based on:

- (a) The cost at the time of the agreement of a half price annual youth membership based on the 6 month period of time School District swim teams will be using the pool. This fee will be per swimmer and will remain the same during the 3-year commitment;
- (b) Memberships will consist of fees based off of resident rates for schools within the Recreation District boundaries (Bountiful, Viewmont, and Woods Cross) and non-resident rates for schools outside of the Recreation District Boundaries (Farmington);
- (c) Will include a premium pool time use fee of 30% that will be added to each pass;
- (d) Fees will be rounded to the nearest \$5 increment;
- (e) Fees will be based off of 150 swimmers for the resident rates and 50 swimmers for non-resident rates for the 3-year period

The Parties also agree that an annual facility use fee of \$3000 shall be paid at the time of purchasing the memberships for School District swimmers.

The agreement shall remain in place for the 3-year period, where after that time concludes, both parties will evaluate the agreement and make changes as deemed necessary. All funds shall be ~~held in a designated reserve account and~~ used ~~solely~~ for capital repair, expansion, and ~~for operations and~~ long-term maintenance of facilities subject to this Agreement.

The Parties acknowledge that Farmington High School is located outside the boundaries of the Recreation District and does not contribute to its operations through property tax revenue. The non-resident rate aforementioned takes this into account, and during this 3-year agreement, there will not be additional fees for the use by Farmington High School swimmers other than each swimmer being assessed the non-resident rate.

These charges are in addition to any direct cost reimbursements otherwise required by this Agreement.

10. RULES AND REGULATIONS

The School District has formulated and adopted rules and regulations governing the conduct and use of the School District's property by users of any facilities or participants in any activities thereon. The Recreation District agrees to be bound by and to enforce the rules and regulations adopted by the School District governing the safe and proper use of all of the School District Facilities during use by the Recreation District, its patrons, invitees, and personnel.

The Recreation District has formulated and adopted rules and regulations governing the conduct of the Recreation District Facilities by users of or participants in any activities thereon. The School District agrees to be bound by and to enforce the rules and regulations adopted by the Recreation District governing the safe and proper use of all of the Recreation District Facilities during use by the School District, its students, invitees, and personnel.

11. RECIPROCAL USE

The Recreation District and the School District may work out reciprocal arrangements for use of Recreation District Facilities and School District Facilities on an equal cost basis and this will be reviewed annually. The reciprocal use of Recreation Facilities and School District Facilities will be valued by each entity on a direct additional cost basis so that the actual expense each incurs is covered and does not require a subsidy from the operating budget of either entity.

12. MAINTENANCE AND EXPENSES

The School District and Recreation District each shall be responsible for the ordinary and normal maintenance and repairs of their respective facilities unless otherwise indicated in this Agreement. The School District and the Recreation District shall use the facilities of the other in a careful and prudent manner and each shall be required to pay the other Party for any damages caused to the facilities of the other during the assigned use period.

13. DAMAGE REPAIRS

Any repairs necessary as a result of damage caused by or in connection with a Party's exclusive use of the other Party's facility at the time the damage occurred will be paid for by the Party using such facility.

14. LIABILITY AND INDEMNIFICATION

~~The School District and the Recreation District shall each be responsible for conducting their respective activities provided for and contemplated herein, and each waives all claims and recourse against the other in connection with any claim arising out of or connected with the conduct of any of the activities contemplated by this Agreement, including the right to contribution for loss or damage by reason of injury to persons or damages to property arising out of or in any way connected with or incident to the activity of such Party as contemplated by this Agreement. Each Party agrees to indemnify and hold harmless the other Party from any and all claims of any kind and nature arising out of or related to that Party's use and occupation of the other Party's premises and facilities including, but not limited to, all claims for personal injury or property damage asserted by the Party, its students, employees or invitees, or any other persons whatsoever during the time a Party has the use or control of the other Party's facilities and/or premises under this Agreement. Each Party agrees to maintain public liability and property damage insurance coverage during the term of this Agreement with coverage in an amount not less than a Combined Single Limit of \$2,000,000 per occurrence and any additional amount or annual increases which may be required by Utah's Governmental Immunity Act or other legislative action.~~

Each Party shall be responsible for its own acts and omissions, and the acts and omissions of its officers, employees, agents, and volunteers, to the extent provided by law.

To the extent permitted by Utah law, each Party agrees to defend, indemnify, and hold harmless the other Party from claims, damages, losses, liabilities, costs, and expenses arising from the negligent acts, omissions, or wrongful conduct of the indemnifying Party, its officers, employees, agents, or volunteers in connection with this Agreement.

Neither Party shall be responsible for the acts, omissions, negligence, or wrongful conduct of the other Party.

Nothing in this Agreement shall be construed as a waiver of any defense, immunity, limitation of liability, or protection available under the Utah Governmental Immunity Act or any other provision of Utah law.

Each Party shall maintain insurance or participate in a governmental risk management program in amounts required by law.

15. COORDINATING USE AT RECREATION DISTRICT AND SCHOOL DISTRICT FACILITIES

Scheduling of use of the School District Facilities by the Recreation District shall be done by the Recreation District Executive Director or his or her designee and the School District Building Rental Coordinator or his or her designee for which use is intended on an annual basis. The School District shall be available for the Recreation District to request time from July 1 to July 15 of each year for priority use. Should a need for use of School District Facilities arise

outside of the annual scheduling window described in this section, the Recreation District's priority use may be forfeit to a third party that has secured a time slot from the School District.

Scheduling of use of the Recreation District Facilities by the School District shall be done by the principal or other designated School District official making contact with the Recreation District Executive Director or his/her de signee to schedule such use. The Recreation District shall be available for the School District to request time from August 1 to August 15_____ of each year for priority use. Should a need for use of Recreation District Facilities arise outside the annual scheduling window described in this section, the School District's priority use may be forfeit to a third party that has secured a time slot from the Recreation District.

16. TERMINATION PROVISIONS

This Agreement may be terminated at any time by either Party giving written notice to the other Party of its intent to terminate this Agreement, which notice shall be given not less than ninety (90) days prior to termination.

17. ASSIGNMENT

Neither Party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other Party. Any attempt to assign any right or privilege connected with this Agreement without the prior written consent of the other Party shall be void.

18. APPROVAL BY RESOLUTION

This Agreement shall not be effective until approved by Resolution of the governing body of each Party and filing of duplicate originals with the official keeper of records of each Party.

19. ENTIRE AGREEMENT

Except as provided in paragraph 2 above, the Parties hereto agree that this document contains the entire agreement and understanding between the Parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by either Party prior to the date hereof and is binding upon the successors of the respective Parties.

20. APPROVAL OF AGREEMENT BY AUTHORIZED ATTORNEY

As required by *Utah Code Ann.* § 11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be approved by the legislative body of each public entity and submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.

21. DISPUTE RESOLUTION

The Parties agree to make good faith efforts in resolving any dispute arising out of or in

relation to this Agreement. As required by *Utah Code Ann.* §11-13-207, and to assist in the resolution of any disputes between the Parties regarding this Agreement, the Recreation District Executive Director or his/her designee, the respective school principal, or a designated representative from the School District administration shall constitute a joint board responsible for the administration of this Agreement.

Should the Parties be unable to resolve a dispute and the services of an attorney be required to enforce this Agreement, the defaulting Party agrees to pay reasonable attorney's fees and costs.

22. RECORDKEEPING AND AUDIT

Each Party agrees to maintain complete and accurate records of facility use, fee calculations, and contributions made under this Agreement. Upon request, each Party shall provide reasonable access to these records for review by the other Party. Either Party may request an audit or joint review of usage data no more than once per calendar year.

23. PRIVILEGES AND IMMUNITY

Officers and employees performing services pursuant to this Agreement. shall be deemed to be officers and employees of the Party employing their services even if performing functions outside of the territorial limits of such Party and shall be deemed officer s and employees of such Party under the provisions of the Utah Governmental Immunity Act. Nothing herein shall be construed to waive any of the privileges and immunities available to either Party under the Governmental Immunity Act as set forth in *Utah Code Ann. Title 63G, Chapter 7*, as amended.

IN WITNESS WHEREOF, the Parties hereto have signed this Interlocal Cooperation Agreement the day and year first above written, pursuant to authority granted by Resolution duly passed and adopted by the School District and the Recreation District.

BOARD OF EDUCATION
DAVIS SCHOOL DISTRICT

SOUTH DAVIS
RECREATION DISTRICT

President
John Robison

Chair

ATTEST:

ATTEST:

Business Administrator
Craig Carter

Business Administrator

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Legal Counsel

Legal Counsel