INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into pursuant to the Utah Interlocal Cooperation Act, effective **November 1, 2026**, by and among:

- **Davis Technical College** ("DTC"), a public technical college governed by the Utah System of Higher Education ("USHE");
- **Davis School District** ("DSD"), a local school district organized under the laws of the State of Utah; and
- **Kaysville City** ("KC"), a Utah municipal corporation.
- DTC, DSD, and KC may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- DTC is the owner of certain real property located in Kaysville City, Davis County, Utah, historically operated as the Davis Area Vocational Center ("DAVC") and later known as the Davis Applied Technology College ("DATC").
- On October 12, 1987, the Utah State Board for Vocational Education (the predecessor governing body of DTC, referred to herein as the "State Board") and KC entered into a lease agreement covering a storm drainage detention basin located on the DTC campus (the "1987 Lease").
- The Parties desire to extend, clarify, and supplement the arrangements set forth in the 1987 Lease, to add DSD as a participant, and to formally allocate responsibility for liability, scheduling, maintenance, and improvements relating to shared community resources located on the DTC campus.
- This Agreement is intended to operate as an extension and clarification of the 1987 Lease and shall be interpreted consistently with it unless expressly stated otherwise.
- As required by The Utah System of Higher Education Policy R712 Nontraditional Arrangements for Development of Facilities on Campuses, DTC retains the institutional right to control the appearance of the facility, external remodeling or additions, level of building and landscape maintenance, parking rights, exterior graphics, access to institutional utility systems and access roads.

ARTICLE I – TERM

1.1 Term. This Agreement shall commence on **November 1, 2026,** and shall continue for a period of **twenty-five (25) years**, unless earlier terminated by mutual written agreement of the Parties or as otherwise provided herein.

1.2 Relation to 1987 Lease. The 1987 Lease shall remain in effect and is incorporated herein by reference. To the extent of any conflict, the terms of this Agreement shall control as between the Parties to this Agreement. This agreement shall terminate in the event that the 1987 Lease is terminated.

ARTICLE II – STORM DRAINAGE DETENTION BASIN (APPROX. 6 ACRES)

2.1 Ownership. DTC owns the land upon which the storm drainage detention basin (the "Detention Basin") is located.

2.2 Purpose and Use.

2.2.1 The Detention Basin functions as part of the regional storm water system serving Fruit Heights City, Kaysville City, and the DTC campus.

2.2.2 When dry, the Detention Basin may be used as a grass playing field by DSD for educational and recreational programs.

2.2.3 This agreement does not grant to DSD any additional rights under the 1987 Lease.

2.3 Maintenance and Upkeep.

2.3.1 DSD shall have responsibility for regular maintenance, repairs, and weekly upkeep relating to the Detention Basin.

2.3.2 KC shall be responsible for routine maintenance and upkeep of the Detention Basin's stormwater infrastructure and shall coordinate with DSD in advance of any work that may impact DSD's use of the area.

2.3.3 DTC shall remain solely responsible for the maintenance and upkeep of its electronic sign located on the Detention Basin parcel.

2.4 Capital Improvements and Capacity.

2.4.1 DTC has funded prior improvements to expand the storm water detention capacity of the Detention Basin to accommodate all current and future DTC campus development.

2.4.2 KC agrees that no additional detention or retention capacity shall be required from DTC as the DTC campus expands.

2.4.3 Any future storm water–related improvements or repairs to the Detention Basin, if required, shall be the sole financial responsibility of KC.

2.5 Scheduling of Use.

2.5.1 DSD shall be responsible for the coordination of the use of the Detention Basin for all entities.

2.6 Liability.

2.6.1 Each Party sponsoring an activity at the Detention Basin shall retain exclusive responsibility and liability for its participants, invitees, officers, employees, and agents engaged in that sponsored activity.

ARTICLE III – SOFTBALL FIELD (APPROX. 3 ACRES)

3.1 Description. An approximately three (3) acre softball field is located adjacent to the Detention Basin (the "Softball Field").

3.2 Construction and Ownership of Improvements.

3.2.1 The Softball Field was constructed by DSD.

3.2.2 All improvements, fixtures, and related facilities associated with the Softball Field are owned and controlled by DSD.

3.3 Use.

3.3.1 The Softball Field shall be used exclusively for DSD-related activities.

3.3.2 DSD may grant use of the field on an as needed basis to KC or DTC for appropriate activities.

3.4 Maintenance and Liability.

3.4.1 DSD shall have full responsibility for all liability, maintenance, repairs, improvements, and upkeep relating to the Softball Field.

3.4.2 DSD will be responsible for snow removal from the sidewalks and any future parking areas adjacent to the Softball Field and Detention Basin.

ARTICLE IV – OTHER DTC CAMPUS USES

4. DSD Activities.

4.1 DSD may utilize other approved portions of the DTC campus, including but not limited to the disc golf course and open areas, for physical education classes, athletic programs, competition related bus parking, and school-sponsored activities.

4.2 KC Activities.

KC may utilize designated DTC parking areas and other approved campus locations for city-sponsored events, celebrations, and staging activities.

4.3 Liability for Sponsored Activities.

When DSD or KC sponsors any activity on DTC campus property, that sponsoring entity shall retain sole responsibility and liability for all participants and attendees engaged in that sponsored activity.

4.4 Scheduling and Coordination with DTC.

4.4.1 For all uses of DTC campus areas described in this Article IV, DSD and KC shall schedule and coordinate such uses with DTC no less than thirty (30) days in advance of the proposed activity or event.

4.4.2 Scheduling requests shall include the nature of the activity, anticipated dates and times, estimated attendance, space requirements, and any planned setup, staging, or equipment needs.

4.4.3 Approval by DTC shall not be unreasonably withheld; however, DTC reserves the right to deny, condition, or modify any proposed use that conflicts with instructional operations, campus safety, maintenance activities, or previously approved uses.

ARTICLE V – IMPROVEMENTS AND APPROVALS

5. Approval Required.

5.1 All proposed improvements, installations, or modifications to DTC-owned property by DSD or KC, whether temporary or permanent, shall be coordinated with and approved in writing by DTC in advance.

5.2 Any improvements undertaken pursuant to this Agreement shall comply with applicable federal, state, and local accessibility requirements, including the Americans with Disabilities Act (ADA).

5.3 Disc Golf Course Coordination and Protection.

Acknowledgement of Course.

The Parties acknowledge that a community disc golf course was constructed in 2016 by volunteers across portions of the DTC campus, including areas surrounding the storm drainage detention basin and the softball field (the "Disc Golf Course"). The Disc Golf Course is a well-used community asset, including use by DSD high school physical education programs.

5.3.1 Maintenance Practices.

5.3.1.1 Routine maintenance of the Disc Golf Course is currently provided on a voluntary basis by DTC staff and volunteers. Nothing in this Agreement shall be construed to obligate DTC to provide additional maintenance, improvements, or enhancements to the Disc Golf Course.

5.3.2 Improvements Affecting the Disc Golf Course.

5.3.2.1 In the event that DTC, DSD or KC undertakes any improvements, construction, repairs, or modifications within the storm drainage detention basin or softball field areas that may impact the Disc Golf Course, the Party undertaking such improvements (the "Improving Party") shall coordinate in advance with DTC and shall include as part of its project all work necessary to preserve the integrity, safety, and functionality of the Disc Golf Course, including the relocation, removal, replacement, or reinstallation of disc golf baskets, tees, signage, or related equipment, subject to DTC approval.

5.3.2.2 Cost Responsibility. All costs associated with protecting, relocating, or restoring Disc Golf Course components as a result of such improvements shall be borne solely by the Improving Party and included within the applicable project budget.

5.4 No Property Interest. Nothing in this Agreement shall be construed to convey any ownership interest, easement, or permanent property right in DTC-owned property to DSD, KC or any third party.

ARTICLE VI – SECONDARY WATER METERING AND USAGE CHARGES

6.1 Statutory Requirement. The Parties acknowledge that, by January 1, 2030, Utah law requires pressurized secondary water connections to be metered, with compliance administered by the applicable local water supplier.

6.2 Applicability. This Article applies to all areas on the DTC campus served by secondary (pressurized irrigation) water and used, maintained, or improved by any Party, including without limitation the storm drainage detention basin and the softball field.

6.3 Allocation of Charges. Upon installation of secondary water meters and commencement of usage-based billing, each Party shall be separately invoiced for, and shall be solely responsible for paying, all secondary water charges attributable to that Party's respective areas of use, facilities, or improvements.

6.4 System Maintenance. Each Party shall be responsible for the operation, maintenance, and upkeep of the secondary water irrigation systems located within or serving its respective areas.

6.5 No Shared Responsibility. No Party shall be responsible for secondary water usage charges or irrigation system obligations incurred by another Party.

6.6 Water Shares. Davis Tech shall retain all water shares and rights applicable to the property.

ARTICLE VII – RISK ALLOCATION, OPERATIONAL RESPONSIBILITIES, AND IMMUNITY

7.1 Independent Responsibility.

7.1.1 Each Party is responsible for its own acts and omissions and those of its officers, employees, volunteers, and agents.

7.1.2 Each Party is responsible for emergency response coordination associated with its sponsored activities, including participant accountability, first aid/medical response, crowd management, and incident reporting. The sponsoring Party shall promptly notify DTC of any significant injury, property damage, law enforcement response, or emergency incident occurring on DTC property.

7.1.3 Each Party is responsible for compliance with all laws, policies, and procedures relating to supervision of minors, employee and volunteer background checks, mandatory reporting obligations, and youth protection requirements applicable to its activities.

7.1.4 Each Party is responsible for managing their related activities parking, pedestrian traffic flow, access to restroom facilities, and site cleanup.

7.2 No Waiver of Immunity. Nothing in this Agreement shall be construed as a waiver of governmental immunity under the Utah Governmental Immunity Act or other applicable law.

ARTICLE VIII – GENERAL PROVISIONS

8.1 Interlocal Cooperation Act. This Agreement is entered into pursuant to the Utah Interlocal Cooperation Act, Utah Code § 11-13-101 et seq. (as amended)

8.2 Administrator. Pursuant to Utah Code § 11-13-207(1)(a), the Parties designate the Director of Facilities of Davis Technical College, or the Director's designee, as the Administrator of this Agreement. The Administrator shall be responsible for coordinating the administration of this Agreement, maintaining records relating to its implementation, facilitating communications among the Parties, coordinating scheduling and approval requests required under this Agreement, and monitoring compliance with its terms. The Administrator shall not have authority to amend this Agreement, waive any provision of this Agreement, incur obligations on behalf of any Party, or otherwise bind any Party except as expressly authorized in writing by that Party.

8.3 Termination. The duration of this Agreement shall be for a period of twenty-five (25) years, unless earlier terminated by mutual written agreement of the Parties. This Agreement may be terminated by any Party upon one (1) year's prior written notice to the other Parties. Such termination shall not affect responsibilities, liabilities, or obligations accrued prior to the effective date of termination, nor shall it impair ongoing obligations expressly intended to survive termination, including the 1987 Lease

8.4 Amendments. This Agreement may be amended only by written agreement executed by all Parties.

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

8.6 Entire Agreement. This Agreement, together with the incorporated 1987 Lease, constitutes the entire agreement among the Parties regarding the subject matter herein and supersedes any other agreements written or otherwise.

SIGNATURES

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

DAVIS TECHNICAL COLLEGE

By: _____

Darin Brush, President

Date: 29 Oct 2024

KAYSVILLE CITY

By: _____

Jayseh Christensen, City Manager

Date: 10-29-2026

DAVIS SCHOOL DISTRICT

By: _____

Dr. Dan Linford. Superintendent

Date: _____

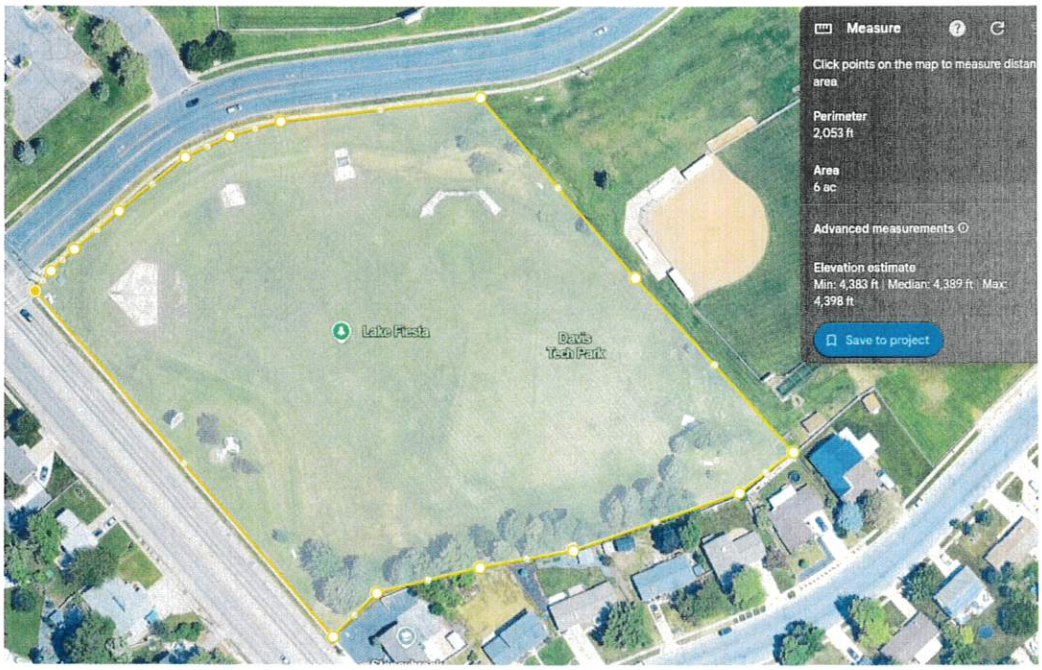
Ratified by the Davis Technical College Board of Trustees on _____

Ratified by the Davis School District Board of Education on _____

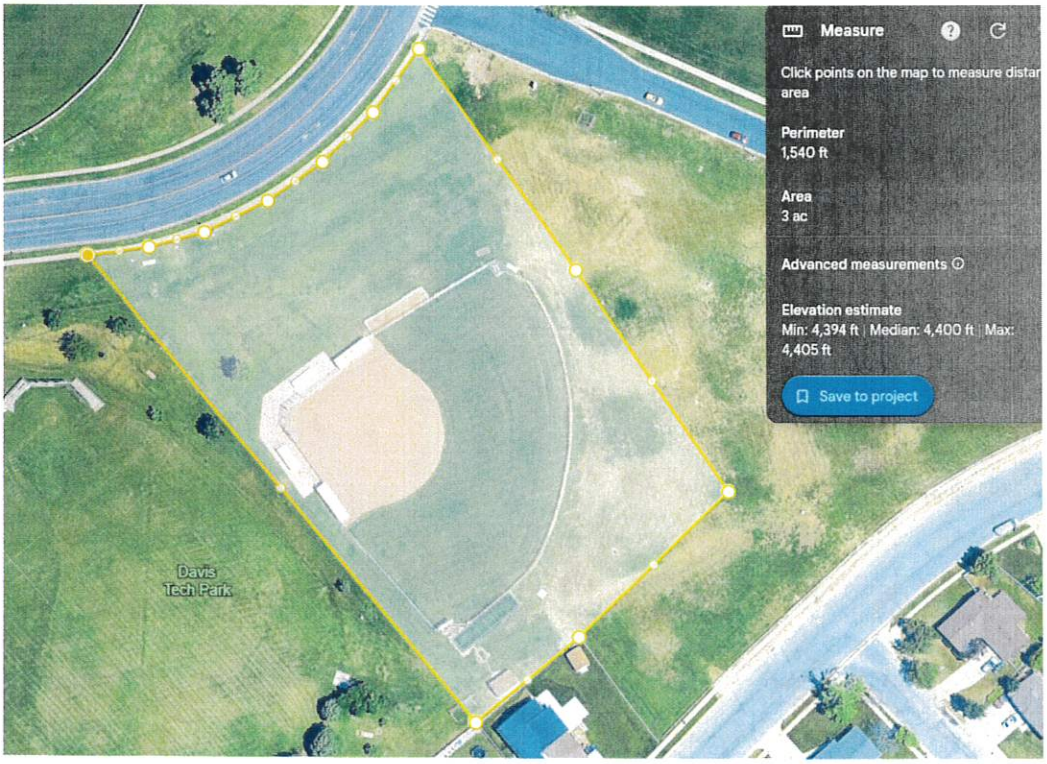
Ratified by the Kaysville City Council on _____

Appendix A: Site Map*

Retention Basin



Soft Ball Field



*boundaries may be adjusted to conform with irrigation lines or other needs.