

RESOLUTION NO. 08-19-2025A

**A RESOLUTION APPROVING AN
INTERLOCAL AGREEMENT WITH THE
DAVIS SCHOOL DISTRICT FOR JOINT USE
OF RECREATION FACILITIES AT
HORIZON JR. HIGH**

WHEREAS, West Point City, a Municipal Corporation, hereafter referred to as the “City,” is a public body of the State of Utah; and

WHEREAS, the Board of Education of Davis School District, hereafter referred to as the “District”, is a public body organized and existing under the laws of the State of Utah; and

WHEREAS, the District owns property located at approximately 4500 W 700 S, West Point, UT upon which it has constructed a junior high and supporting facilities named Horizon Junior High, hereafter referred to as “Horizon Junior High”; and

WHEREAS, As part of the Horizon Junior High facilities, the District has built a gymnasium (“Gym”), City Offices, parking lots, and outdoor playfields to support its educational programs; and

WHEREAS, the District and City shared in the costs associated with the planning, construction, furnishing and otherwise establishing expanded facilities so that they may also serve as a City recreation facility to meet the needs of both Parties and result in significant fiscal savings to taxpayers within the City and District; and

WHEREAS, the Parties desire to enter into an agreement to govern the joint use, responsibilities, and duties in the maintenance and use of said shared facilities, hereafter referred to as the “Agreement”; and

WHEREAS, in accordance with the Utah Interlocal Cooperation Act set forth in UCA §11-13-213 the Parties are authorized to enter into this Agreement; and

WHEREAS, the City Council has reviewed the proposed Agreement and finds it acceptable and in good order.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the West Point City Council as follows:

SECTION ONE. APPROVAL OF INTERLOCAL AGREEMENT FOR HORIZON JUNIOR HIGH FACILITIES.

1. The City Council hereby accepts the Agreement, which is attached hereto and incorporated by this reference.
2. The Mayor is hereby authorized to sign and execute said Agreement.

SECTION TWO. EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the West Point City Council this 19th day of August, 2025

WEST POINT CITY, a Municipal Corporation

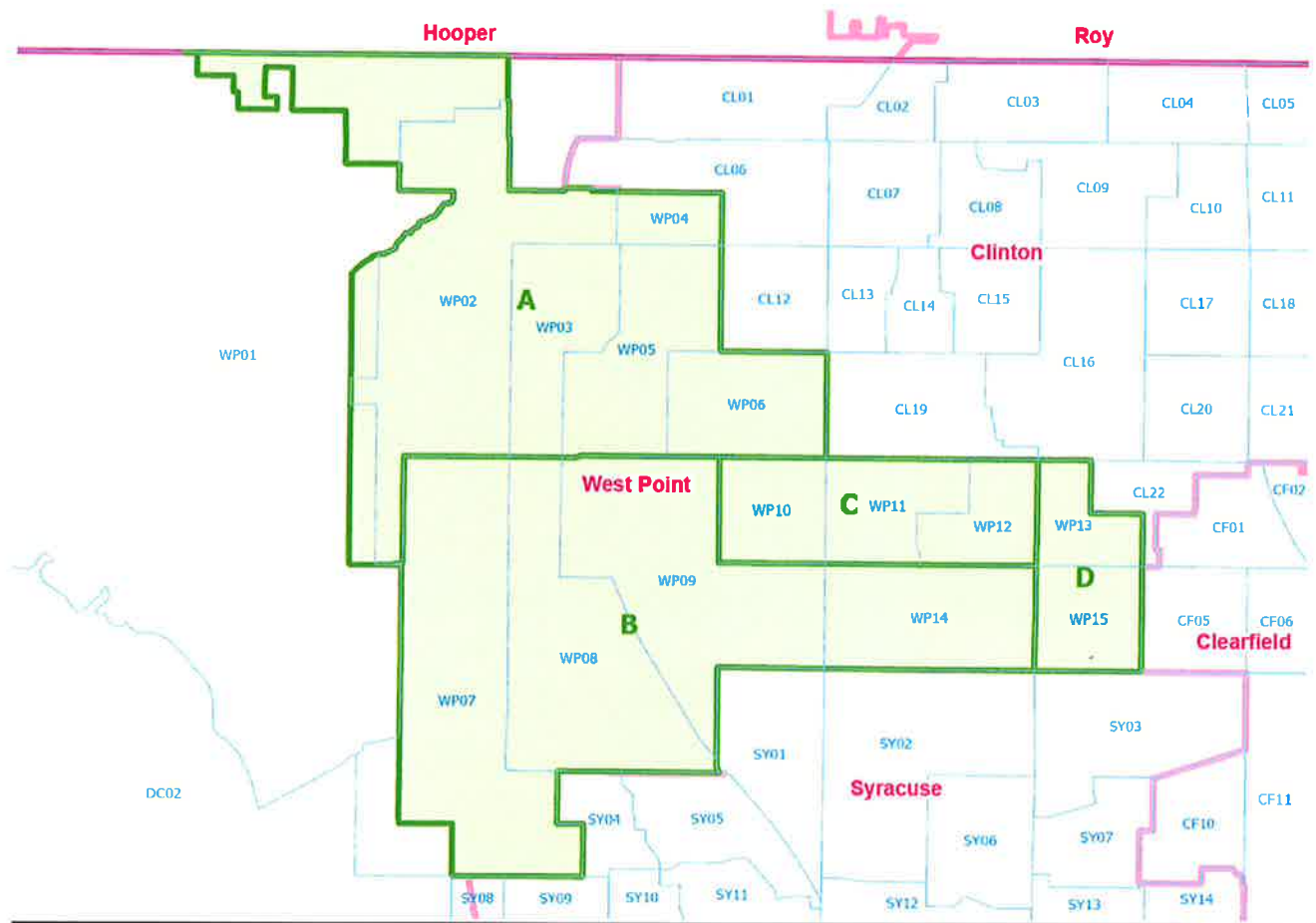
BY: Brian Vincent
BRIAN VINCENT,
MAYOR

ATTEST:

Casey Arnold
CASEY ARNOLD,
CITY RECORDER



EXHIBIT A



**INTERLOCAL AGREEMENT
WEST POINT CITY – DAVIS SCHOOL DISTRICT**

**Horizon Jr. High
Gymnasium, Playing Fields, Parking Areas, and other Supporting Facilities
4500 W 800 S, West Point, Utah 84015**

THIS AGREEMENT is made and entered into as of the ____ of _____, 2025, by and between BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT, a public body organized and existing under the laws of the State of Utah, having its principal office at 45 East State Street, City of Farmington, County of Davis, State of Utah (hereinafter referred to as the “District”) and WEST POINT CITY, a Municipal Corporation with its principal offices at 3200 West 300 North, City of West Point, County of Davis, State of Utah (hereinafter referred to as the “City”). The District and the City are sometimes referred to herein collectively as the “Parties.” The Parties agree as follows:

RECITALS

1. The District owns a parcel of property located at approximately 4500 W 700 S, in West Point City, upon which it has constructed a junior high school and supporting facilities. The school has been given the name of Horizon Junior High and will therefore be identified herein as “Horizon Junior High.”
2. As part of the Horizon Junior High facilities, the District has built a gymnasium (“Gym”), City Offices, and outdoor playfields to support the educational programs.
3. The District and City desire to utilize the gym so that it will serve as a community recreation facility to meet the needs of both Parties and result in significant fiscal savings to taxpayers within the City and District.
4. The school and recreational the facilities are detailed in the Master Plan and shall include:
 - a. Junior High School; and
 - b. City Offices; and
 - c. Gym; and
 - d. Indoor track with weight area; and

- e. Dance Studio
 - f. Parking areas; and
 - g. Other supporting facilities and grounds.
5. The District and City shared in the costs associated with the planning, construction, furnishing and otherwise establishing the Gym and Parking Lot C in order to augment their school and recreational facilities as outlined herein.
 6. The Parties have assigned responsibilities and duties in the maintenance and use of the facilities as described herein.
 7. The District and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §§11-13-101 et seq. No separate legal or administrative entity is created by this Agreement.
 8. The Parties are now desirous of entering into the Agreement for said purposes as more fully described herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants, promises, and conditions contained herein, and other good and valuable consideration, it is hereby agreed by and between the District and City as follows:

SECTION ONE: Duration of Agreement

The portions of this Agreement regarding development, use and maintenance shall continue and remain in full force and effect for a period of fifty (50) years unless terminated by the mutual consent of both Parties or terminated in accordance with the termination provisions contained herein.

This agreement shall be reviewed by the Parties at the request of either party and may be amended with mutual written agreement of the parties.

SECTION TWO: Purpose of Agreement

The purpose of this Agreement is to provide a legal means for the Parties to utilize and maintain public facilities more efficiently and to avoid duplication of facilities thereby

providing a more efficient expenditure of public funds.

SECTION THREE: Financial Responsibilities of Parties in Planning and Construction

Certain areas and facilities shown in the Master Plan will be for the sole use of a single Party to this Agreement while other areas and facilities will be jointly used by the Parties. The assignment of responsibility for operation, maintenance and upkeep of the facilities are outlined in Sections Four through Twelve of this Agreement. The City has reimbursed the District EIGHT MILLION, NINE HUNDRED AND SIXTY-THREE THOUSAND, SIX HUNDRED AND ELEVEN DOLLARS. (\$8,963,611.00) for the shared use areas of the Gym and the City's Office space. The Parties shall apportion the costs associated with the maintenance and development of the facilities according to the intended use and ownership as follows:

A. Parking Lots

The Parking Lots (Lots A, B, and the west half of Lot C) will remain under the ownership of and be located on District Property and will serve as parking areas for patrons of Horizon Junior High School. The East half of Lot C was purchased by the city and will be located on city property. The City will reimburse the District for fifty percent (50%) of the resurfacing of Lot C when determined necessary at the District's option.

B. Football Field

The Football Field will be under the ownership of the District. The District assumed the cost of development of the Football Field. The District has sole discretion over their use as described in District Policy 6F-104 Facility Rental Permit and Use Policy.

C. Horizon Junior High School

Horizon Junior High School, not including the Gym of City Offices, will be under the sole control and ownership of the District and is not intended for joint use under this Agreement.

D. Gym

The Gym and its supporting facilities will remain in the ownership of the District and will be jointly used by the Parties. The District's original plans for the Gym as a single use

facility were increased to accommodate the joint use of the City. The increased area of the Gym will benefit both the City and the District. As such, the City paid the cost of the Gym which is attributable to that increased size. The District paid for the remaining portions. equipment such as volleyball standards and other sports equipment will be provided by and maintained by each party individually.

In consideration of the City's contribution in development of the Gym, the City shall be allowed to use the Gym as outlined in this Agreement. The Parties recognize that each is contributing good and valuable consideration to the other in this exchange.

SECTION FOUR: Gymnasium and Supporting Facilities Use and Maintenance

The Gym is connected to Horizon Junior High School and contains a lobby, indoor running track, weight area, basketball courts, locker rooms, offices, dance studio and storage areas. The Parties will jointly use the Gym, indoor basketball courts, indoor running track, dance studio and weight area. The City will not use or access the classrooms, student common areas, teacher's offices, or student locker rooms. The City will have exclusive use and access of the City office and Gym storage areas.

A. Ownership of Gym

The District shall own, maintain, and operate the Gym and its supporting facilities at its sole expense and discretion except as otherwise provided herein. The District agrees to maintain insurance for the repair or reconstruction in the event of a serious catastrophe, whether it be caused naturally or whether it is manmade.

B. Use and Scheduling of Gym

The scheduling of the joint use areas of the Gym will be done annually by the Parties by and through the Horizon Junior High Principal or one designated in writing by the Horizon Junior High Principal and the City's Recreation Director or one designated in writing by the City Manager. This is to be done prior to September 1st each year and the agreed scheduling will be for the following twelve (12) month period. Additional scheduling may occur as necessary during the school year. The primary purpose of this scheduling process is to identify when one Party may need the Gym at a time that is generally scheduled for the other Party and to avoid conflicts in scheduling.

The general scheduling will provide that the District has exclusive use of the joint use areas of the Gym, including the restrooms, indoor running track, and weight area each school day from 7:00 AM until 5:00 PM. The City will have exclusive use of the joint use areas of the Gym, including the restrooms, indoor running track, and weight area, from 5:30pm to midnight each school day and all day Saturday and Sunday, unless previously scheduled by the District through the scheduling process, and each day that no school is scheduled. The dance studio will be available to the city after 5:30 AM and up to 7:00 AM on school days. During school days, 5:00 PM to 5:30 PM is a transition time between the parties to allow Junior High activities to conclude and for cleaning and set-up. The City shall be responsible to ensure that the building is secure at the end of the day. All use and security will be coordinated with the District's 24-hour security staff.

While school is not in session during the summertime, the City will have primary use of the Gym, with scheduled allowances for school needs such as camps, 7th grade orientation, and gym floor refinishing. Additional scheduling may occur as necessary during the school year. Both Parties will utilize their best efforts to provide for the use of the Gym by both Parties in a cooperative manner. Teacher preparation days are considered "school days" for the purposes of this Agreement.

A determination by the District to close the Gym shall not preclude use by the City. For example, if the District is the subject of a job action, such as a strike, and the District determines to close Horizon Junior High, including the Gym, such action shall not preclude the City's use thereof, scheduled or otherwise.

C. Maintenance of Gym

- i. **Outside the Building.** The District agrees to be responsible for the upkeep and maintenance of both landscaping and the parking area outside of the building as a part of its maintenance of Horizon Junior High School, with the exception of snow removal on the walkway directly outside the entrance to the City Offices.
- ii. **Inside the Building.** The District agrees to be responsible for the daily cleaning and routine maintenance of the structure during the school year except where otherwise provided below. During the summer months this

cleaning and maintenance may be reduced to weekly. During the summer, and otherwise during the hours the City possesses the Gym, the City will be responsible for routine custodial duties including emptying trash receptacles, sweeping floors, cleaning toilet facilities and keeping the facility orderly. The City will also have sole responsibility for cleaning all areas of exclusive use, such as the city office area and corresponding restrooms.

- iii. **Significant Maintenance Projects.** The City agrees to reimburse the District for fifty percent (50%) of the cost of the following: annually scheduled Summer refinishing of the athletic wooden floor surface; motorized gym court divider maintenance and replacement; track resurfacing; roof repair and/or replacement; and other regular maintenance projects in the joint use areas of the facility. Each party will be responsible for 100% of the cost of maintenance in their respective exclusive use areas of the facility. The District shall be responsible for scheduling the maintenance. Significant maintenance projects shall be included in the yearly schedule identified in subsection B above. However, damages beyond reasonable wear and tear shall be provided for as outlined in Section Eight.

D. Operating Expenses.

The City shall be responsible for payment to the District of all cost for lighting, utilities, custodial services, and auditory management and technical support and all similar or related expenses (the "Operating Expenses") during the period of use by the City. Such costs and expenses shall be billed to the City. The Parties recognize that these costs may be negotiated in trade for like value of benefit received by each Party as part of the Master Interlocal Agreement between the Parties.

E. Security and Access.

The District agrees to provide the necessary keys, identification numbers, or access codes to the City's representative to accommodate direct access. The City agrees to secure keys, badges, or codes and will not be released to any third party or other person. If such unauthorized

release or loss occurs, the City agrees to notify the District immediately and to reimburse the District all necessary expenses for changing any numbers, codes, or keys. The City agrees to keep access doors to the Gym locked when not occupied. The City will reimburse the District if District officials have to be called out to secure unlocked doors.

F. City Offices.

Attached to the West end of the Gym is approximately 4000 square feet of City Office space which is the sole responsibility of the City. The City will provide its own custodial services, maintenance, snow removal, and negotiate a separate internet/phone/Wifi connection. The City will reimburse the District pro rata relative to the square footage for utilities.

G. Rental to Outside Groups.

The District shall have the right to rent the Gym to third parties according to its own policies and procedures during those times which are not designated for exclusive use by the City. Any fees collected in conjunction with such rental of the Gym shall be split equally between the city and district after all expenses for such activity are paid. Any revenues generated from school/district fundraising activities will be retained by the district. If the District rents the Gym it is agreed that the District will provide appropriate staffing to monitor the facility throughout the rental period. It is also agreed that all office, gym equipment and storage space that is exclusively West Point City's will remain locked and protected during the rental period.

The District acknowledges that the City plans to partially pay for its interest acquired hereunder from the proceeds of bonds (the "Bonds") the interest on which will be excludable for federal income tax purposes of the Internal Revenue Code of 1986, as amended (the "Code"). The District understands that City must comply with certain requirements in the Code in order to assure that the interest on any Bonds do not become includible in gross income for purposes of federal income tax. Among other things, the City will covenant that no use will be made of the Facilities that would bring about a violation of the requirements of the Code. In furtherance of that covenant, the District agrees that no use of the Facilities will be permitted that would bring about a violation of the requirements of the Code. The District and the City may engage counsel experts in the matters of tax-exempt bonds to provide guidance with respect to permissible uses of the Facilities.

SECTION FIVE: Junior High School

Except as otherwise agreed upon herein, the District shall have responsibility for the upkeep and maintenance of Horizon Junior High School. This shall include both the interior and exterior of the facilities.

SECTION SIX: Pickleball and Outdoor Basketball Courts

Directly East of Horizon Junior High lie basketball and pickleball courts which will be shared by the City and District on the same schedule and process as the Gym. The City will pay to install and maintain lights on the pickleball court as well as the increased costs of upgraded basketball standards. Regular maintenance, repairs and cleaning of the lights will be provided by the City at the City's sole expense. Regular maintenance of the basketball standards will be shared equally between the city and district. See section 8 for responsibility associated with damage of basketball standards.

SECTION SEVEN: Parking Areas Ownership, Use, and Maintenance

The Parking Lots A and B remain under the ownership and exclusive use of the District. Lot C will be used by both parties to serve as parking areas for patrons of Horizon Junior High School, the Gym, and the surrounding facilities. The District shall assume responsibility for repair and maintenance of the asphalt and parking area around the building at its own cost and expense—except for the shared expense of Lot C. The cost of any special projects to maintain parking areas shall be shared proportionally by the Parties. Any special projects shall be scheduled with the knowledge and consent of both Parties so as to have the least impact to the Parties' use of the surrounding facilities and accommodate the Parties' budgeting processes. The District shall be responsible for routine cleaning of the parking lots. The District shall be responsible for snow removal on the days which school is in session. The City may provide snow removal on weekends or holidays when school is not in session at its own discretion.

SECTION EIGHT: Damage and Repairs

Any repairs necessary due to damage to any of the joint use areas in this agreement will be paid for by the Party that had possession of the area at the time the damage occurred. If it cannot be determined which Party was in possession of the joint use area at the time the damage

occurred, the amount of repairs will be determined and the Parties agree to share equally in the costs of those repairs.

The Parties shall use the facilities in a careful and prudent manner and take all necessary precautions to minimize or eliminate unnecessary wear or damage to the facilities.

SECTION NINE: Liability and Indemnification

Each Party shall be responsible for conducting its respective activities. Each Party agrees to maintain public liability and property damage insurance covering activities to be conducted under the terms of this Agreement in the amount not less than a Combined Single Limit Coverage of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.

Each of the Parties agrees to indemnify the other against any and all expenses, liabilities, and claims of every kind, including attorney's fees, made by or on behalf of any person or entity arising from injury or damage that occurs in or about a joint use facility when the claimant was an occupant of that area of the facility or was a participant or spectator in an activity of a Party, or any other claim made by any third Party against one of the Parties as a result of the use of that joint use area by the Party, or by anyone using or occupying that area of the facility pursuant to the consent and permission of the Party.

SECTION TEN: Assignment

Neither Party hereto may assign this Agreement or any interest therein or transfer or dispose of any of the Facilities 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. Furthermore, any such assignment, transfer or disposition shall acknowledge the rights of the non-transferring Party and such transfer, assignment or disposition shall be subject to the rights hereunder of the non-transferring Party.

SECTION ELEVEN: Entire Agreement

This Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representations of any kind shall not be binding upon either Party except to the extent incorporated in this Agreement.

SECTION TWELVE: Modification in Writing

The Parties anticipate that there may be amendments and modifications to this Agreement. However, any such modification or amendment to this Agreement shall be binding only if it is in writing and signed by both Parties with the same formality as connected with the execution of this Agreement.

SECTION THIRTEEN: Binding Effect

This Agreement shall be binding upon and inure to the benefit of the successors of the Parties.

SECTION FOURTEEN: Purchase of Other Party's Interest

The Parties agree that, upon the willingness of both Parties, a Party may purchase the other Party's interest in the facilities described herein, or any part thereof. The purchase is to be based on fair market value at the time of purchase. If a Party desires to sell its interest, the other Party shall have first right to refusal for the purchase of said interest. If ownership changes, the District shall include in the provisions of the transaction that the new owner shall acknowledge the City as a tenant with the same rights of use as exist within this agreement.

SECTION FIFTEEN: Applicable Law

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

SECTION SIXTEEN: Default

In the event of a default of this agreement by either Party, said Party shall have thirty (30) days to cure said default. The Parties agree to negotiate in good faith to resolve any and all conflicts. It is agreed that this Agreement shall not be terminated for default unless it can be shown that the defaulting Party acted in bad-faith or with malice in causing the default.

SECTION SEVENTEEN: Attorney's Fees

Should the services of any Attorney be required to enforce this Agreement, the defaulting Party agrees to pay reasonable Attorney's fees and costs.

SECTIONS EIGHTEEN: Notice

Any notice to respective Parties shall be as follows:

For the City:

City Manager
West Point City
3200 W 300 N,
West Point Utah 84015

For the District:

Superintendent of Schools
Davis School District
45 East State Street
P.O. Box 588
Farmington, Utah 84025

IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed as of the day and year first above written.

SIGNATURE PAGE TO FOLLOW

BOARD OF EDUCATION OF
DAVIS SCHOOL DISTRICT

BRIGIT GERARD

President

Davis School District

ATTEST:

TIM LEFFEL

Business Administrator

APPROVED AS TO FORM:

BEN ONOFRIO

Attorney for District

WEST POINT CITY

Brian Vincent
BRIAN VINCENT

Mayor

West Point City

ATTEST:

Casey Arnold
CASEY ARNOLD

City Recorder

APPROVED AS TO FORM:

Felshaw King
FELSHAW KING

Attorney for City



DAVIS SCHOOL DISTRICT

STATE OF UTAH)

ss.

COUNTY OF DAVIS)

On the _____ day of _____, 2025 personally appeared before me BRIGIT GERRARD and TIM LEFFEL, who being by me duly sworn did say, each for himself, that he, the said BRIGIT GERRARD, is President of the Board of Education of Davis School District, and he, the said TIM LEFFEL, is the Business Administrator of the Board Education of Davis School District, and that the within and foregoing instrument was signed on behalf of the said Board of Education of Davis School District by authority of a Resolution of the said Board of Education of Davis School District and said BRIGIT GERRARD and TIM LEFFEL, each duly acknowledged to me that the said Board of Education of Davis School District executed the same and the seal affixed is the seal of the said Board of Education of David School District.

Notary Public

Residing at:

My Commission Expires:

WEST POINT CITY

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

On the 21st day of August, 2025 personally appeared before me Brian Vincent and Casey Arnold, who being by me duly sworn did say, each for himself, that he, the said BRIAN VINCENT, is the Mayor of West Point City, Davis County, State of Utah, and Casey Arnold, is the City Recorder of West Point City, Davis County, State of Utah, and that the within and foregoing instrument was signed on behalf of the City by authority of the City Council.



Katie Hansen

NOTARY PUBLIC

Residing at:

My Commission Expires: 5/15/2027

Addendum A – Site map of Project