

INTERLOCAL COOPERATION AGREEMENT
Between
SALT LAKE COUNTY
And
GRANITE SCHOOL DISTRICT
For District's Use of County's Wheeler Farm

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2022, by the between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("County") for its Division of Parks and Recreation, and GRANITE SCHOOL DISTRICT, a body corporate and politic of the State of Utah ("GSD"). County and GSD are referred collectively to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, County and GSD are governmental entities and authorized pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101, et seq. to enter into agreements for the joint cooperation of the Parties for the benefit of residents of the Salt Lake valley; and

WHEREAS, County through its Parks and Recreation Division owns and operates the Wheeler Historic Farm ("Wheeler Farm") located at 6351 South 900 East, Salt Lake City, Utah, 84121, which consists of 75 acres and represents a restoration of the turn-of-the-century dairy farm of Henry J. Wheeler; and

WHEREAS, GSD's Granite Technical Institute ("GTI"), operates an Agriculture and Natural Resource Science Programs ("Program") through which GSD's students get hands on instruction and experience with farm animals and its natural resources; and

WHEREAS, GSD desires access to County's Wheeler Farm for purposes of applying principles learned in the classroom to real-world agriculture and the environment; and

WHEREAS, County desires GSD's Program to provide support services for the animals and grounds at Wheeler Farm; and

WHEREAS, County would like to accommodate GSD's Program at Wheeler Farm while ensuring GSD's Program adopts and enforces certain rules and regulations.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and representations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County and GSD agree as follows:

1. **RECITALS**. The Recitals stated above are incorporated herein and made a material part of this Agreement by this reference.

2. **COUNTY'S OBLIGATIONS.**

- a. County shall allow GSD to use available space, at County's sole discretion, at Wheeler Farm for purposes of operating GSD's GTI Program. The space County allows GSD to use for its GTI Program shall be indicated on Attachment A to this agreement which is hereby incorporated as though fully set forth herein.

3. **GSD'S OBLIGATIONS.**

- a. The GTI Program may use space at Wheeler Farm as designated by County. County may, at its sole discretion, require the GTI Program to vacate any space it is using if County desires to put it to a different use.
- b. Specifically, shall move its portable classroom, the bishop's store house, their multiple shelters to the location specified on Attachment A.
- c. In order to ensure the safe treatment and handling of the farm animals, the ratio of students to teacher/supervisor handling an animal shall be three (3) students per one teacher/supervisor.
- d. GSD will spend up to one thousand dollars (\$1000.00) per year for the purchase of tack and supplies, and towards replacing horses for the equine class.
- e. All GSD staff and students shall be easily identified on the Farm by either wearing a vest or lanyard.
- f. GSD shall not pay County any consideration during the term of this Agreement.
- g. GSD shall provide the Farm a schedule of GTI classes to be taught at the Farm at the beginning of each semester.
- h. GSD shall identify to Farm Staff a point of contact for GSD's GTI Program, and the names of Teaching Assistants who help GTI teachers.
- i. If the Farm desires help from FFA for animal health procedures contact will be made to arrange this with GSD prior to the class coming out to help. For example: giving vaccinations, trimming hooves, dusting chickens. Farm will supply items needed.
- j. GSD shall require a GTI teacher or advisor to be onsite at the Farm each day during the school year when classes are in session.
- k. GSD shall authorize County to use GSD's portable classroom located at the Farm from June 1 until August 31 of each year or until the Agreement is terminated.
- l. GSD nor GTI are allowed to keep animals at the Farm at this time.

4. **DUTY OF INSPECTION.** Each time before conducting its GTI activities, GSD shall inspect County's facilities which GSD's GTI Program uses pursuant to this Agreement and shall give County written notice of any objectionable conditions.

5. **DURATION AND TERMINATION.**

- a. The term of this Agreement shall be effective from September 8, 2022 and shall terminate September 7, 2023. Thereafter, this Agreement may be renewed by written amendment signed by both parties on an annual basis. The total duration of this Agreement may not exceed five (5) years.
- b. This Agreement may be voluntarily terminated in whole or in part by either Party by written notice not less than thirty (30) days in advance of the contemplated termination. Upon such termination, all property not owned by a terminating Party which is in its custody or possession shall be forthwith returned to the Party owning the same or to whom possession shall be given.

6. **INSURANCE AND INDEMNIFICATION.**

- a. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, et seq. Consistent with the terms of the Governmental Immunity Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts that it commits or that are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.
- b. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law. GSD shall maintain coverage through the Utah Division of Risk Management.

7. **INTERLOCAL COOPERATION ACT REQUIREMENTS.** In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act.
- c. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act.
- d. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.
- e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Director of Parks and Recreation and the Superintendent of Granite School District.

- f. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

7. NOTICE.

Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

County:	Martin Jensen, Director Division of Parks and Recreation 2001 S. State Street Suite S4800 Salt Lake City, Utah 84190
GSD:	Dr. Richard Nye Superintendent, Granite School District 2500 South State Street Salt Lake City, Utah 84115

8. MISCELLANEOUS PROVISIONS.

It is mutually agreed and understood by and between said Parties that

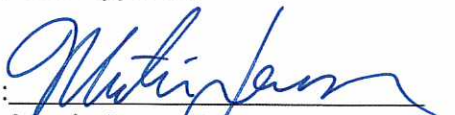
- A. Agents, employees, or representatives of each Party shall not be deemed to be the agents, employees or representatives of the other.
- B. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.
- C. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained shall not affect the remaining portions hereof, or any part thereof.
- D. Nothing in this Agreement creates any enforceable rights in third parties.

IN WITNESS OF THIS INTERLOCAL COOPERATION AGREEMENT, the Parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor or Designee

Division Approval:

By: 
Martin Jensen, Director
Division of Parks and Recreation

Reviewed and Advised as to Form and Legality:


Digitally signed by John E. Diaz
Date: 2022.08.29 10:17:50 -06'00'

By John E. Diaz
John E. Diaz
Deputy District Attorney
Salt Lake County

GRANITE SCHOOL DISTRICT

By 
Dr. Richard Nye
Superintendent, Granite School District

Reviewed and Advised as to Form and Legality:


Attorney for Granite School District
Date: Sept 1, 2022