



**JENNY WILSON**  
Salt Lake County Mayor

**ROBIN B CHALHOUB**  
Community Services  
Department Director

**PARKS & RECREATION  
DIVISION**

**Martin Jensen**  
Division Director

Salt Lake County  
Government Center  
2001 South State Street  
Suite S4-700  
Salt Lake City UT 84190  
385-468-1800

December 11, 2023

Martin Jensen, Division Director  
Salt Lake County Parks and Recreation  
2001 South State Street  
Suite S4-700  
Salt Lake City, UT 84190

A handwritten signature in black ink that reads 'Martin Jensen' followed by the date '12/18/23'.

Dear Martin,

Wheeler Historic Farm has been working with Granite Technical Institute to update the agreement for 2024. In this year's agreement we have asked them to remove their portable classroom building so that we will be ready to move our pens for improved drainage as outline in the Master Plan. Submitted for your approval and execution is the agreement between Salt Lake County and Granite Technical Institute (GTI) for holding classes at Wheeler Historic Farm. We opted not to request GTI pay for space therefore the DA has crafted a resolution to be approved by County Council. This agreement has been signed by the GTI. These documents were created by David Johnson and approved as to form.

Kind Regards,  
*Sara Roach*

Sara Roach  
Farm Manager

RESOLUTION NO. \_\_\_\_\_

ADOPTED: \_\_\_\_\_, 2023

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL  
APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN  
INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT  
LAKE COUNTY AND GRANITE SCHOOL DISTRICT FOR THE  
USE OF WHEELER HISTORIC FARM

RECITALS

A. Salt Lake County (the “County”) through its Parks and Recreation Division owns and manages the Wheeler Historic 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 (the “Property” and/or “Wheeler Farm”).

B. Granite School District’s (“GSD”) Granite Technical Institute (“GTI”), operates an Agriculture and Natural Resource Science Program (“Program”) through which GSD’s students get hands on instructions and experience with farm animals and its natural resources.

C. GSD desires access to County’s Property for purposes of applying principles learned in the classroom to real-world agriculture and the environment.

D. County desires GSD’s Program to provide support services for the animals and grounds at Wheeler Farm, and would like to accommodate GSD’s Program at Wheeler Farm.

E. The County will not charge GSD any consideration for the use of Wheeler Farm to conduct its GTI Program.

F. The County and GSD have prepared an Interlocal Cooperation Agreement (“Agreement”), attached hereto as Exhibit 1.

G. Pursuant to Section 17-50-303(3)(a) of the Utah Code, it has been determined that the County entering into the Interlocal Cooperation Agreement with GSD contributes to the

to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of county residents, and may be done for no consideration.

H. It has also been determined that the best interests of the County and the general public will be served by County entering into the Agreement with GSD, as provided in the Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Interlocal Cooperation Agreement, attached hereto as Exhibit 1, and by this reference made a part of this Resolution, is hereby approved; and the Mayor is hereby authorized to execute said Agreement.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

[Signature Page Follows Below]

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Aimee Winder Newton, Chair

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

Council Member Alvord voting

Reviewed and Advised  
as to Form and Legality

\_\_\_\_\_  
Deputy District Attorney

\_\_\_\_\_  
Council Member Bradley voting \_\_\_\_\_  
Council Member Bradshaw voting \_\_\_\_\_  
Council Member Granato voting \_\_\_\_\_  
Council Member Harrison voting \_\_\_\_\_  
Council Member Stewart voting \_\_\_\_\_  
Council Member Stringham voting \_\_\_\_\_  
Council Member Theodore voting \_\_\_\_\_  
Council Member Winder Newton voting \_\_\_\_\_

**EXHIBIT 1**  
**(Agreement)**

## **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 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. GSD shall remove its portable classroom and multiple shelters, as indicated on Attachment A, by or before February 29, 2024.
- 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 five (5) 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 GSD Staff and students for animal health procedures, County will contact GSD prior to the class coming out to help (e.g. giving vaccinations, trimming hooves, dusting chickens). Farm will supply tools, vaccinations, and other items as 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/GTI are not allowed to keep animals at the Farm at this time.
- l. GSD may use County's Ice House, or other locations as approved in writing by County, in County's sole discretion, to store GTI's packs/muck boots during the school year. GSD understands that County may extend this restriction in County's sole discretion. Additionally, GSD will not be allowed to use the Ice House during March and April of each year. In March and April, students may store their backpacks in the Education Center or the Milk Parlor, or at another

location in County's discretion. County is not liable for theft or damage to stored backpacks.

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 upon the date of the last party to sign the Agreement (as indicated by the date accompanying that Party's signature) and shall terminate December 31, 2024. 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.

**8. 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

**9. 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.

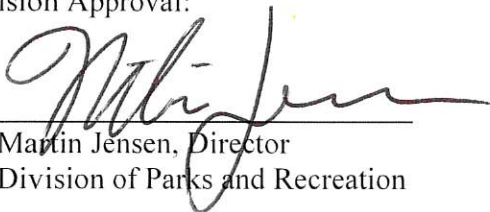
d. Nothing in this Agreement creates any enforceable rights in third parties.

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 as to Form for the County:

By \_\_\_\_\_  
David A. Johnson  
15:52:30 2023.11.28  
'00'07- 

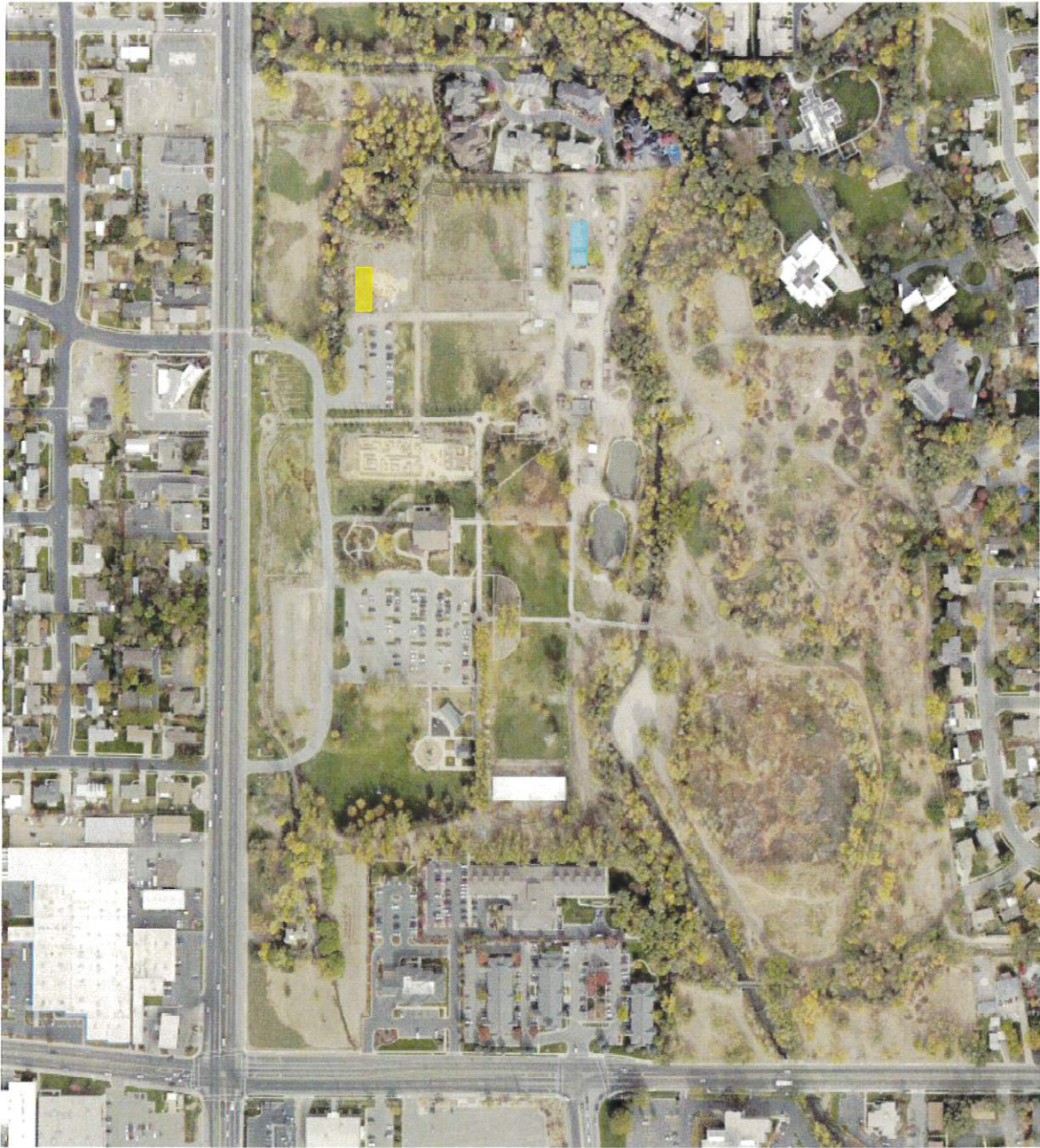
GRANITE SCHOOL DISTRICT

Nye, Richard  
By K Digitally signed by Nye,  
Richard K  
Date: 2023.12.06 13:03:13  
-07'00'  
\_\_\_\_\_  
Dr. Richard Nye  
Superintendent, Granite School District

Approved as to Form and Legality:

Douglas R.  
Larson Digitally signed by Douglas R.  
Larson  
Date: 2023.12.06 13:22:51 -07'00'  
\_\_\_\_\_  
Attorney for Granite School District  
Date: December 6, 2023

ATTACHMENT A



Yellow is the proposed new location.

Blue is the existing location.