

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF AMENDMENT NUMBER 1 TO AN INTERLOCAL
COOPERATION AGREEMENT WITH SALT LAKE COUNTY, THE UNIVERSITY OF UTAH,
THE UTAH DIVISION OF AIR QUALITY, AND SALT LAKE CITY CORPORATION TO
INSTALL AIR QUALITY MONITORING ON ELECTRIC BUSES**

R2022-05-02

May 11, 2022

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities - Local Districts Act and the Utah Public Transit District Act (collectively the "Act"); and

WHEREAS, Salt Lake County, the Utah Division of Air Quality, the University of Utah, and the Authority are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE § 11-13- 101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement ("ILA") to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the Board of the Authority, on June 9, 2021, in Resolution R2021-06-04 approved an ILA with Salt Lake County, the Utah Division of Air Quality, and the University of Utah regarding the placement of air quality monitoring equipment on the electric bus fleet of the Authority; and

WHEREAS, the Authority, Salt Lake County, the Utah Division of Air Quality, and the University of Utah wish to enter into Amendment Number 1 to the ILA, while also adding Salt Lake City Corporation as a party to the agreement; and

WHEREAS, Amendment Number 1 to the ILA allows the continued placement of air quality monitoring equipment on the electric bus fleet of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Authority:

1. That the Board hereby approves Amendment Number 1 to the ILA with Salt Lake City Corporation, Salt Lake County, the Utah Division of Air Quality, the University of Utah, and the Authority in substantially the same form as attached as Exhibit A.
2. That the Executive Director is authorized to execute Amendment Number 1 to the ILA with Salt Lake City Corporation, Salt Lake County, the Utah Division of Air Quality, the University of Utah, and the Authority in substantially the same form as attached as Exhibit A.

3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare Amendment Number 1 to the ILA with Salt Lake City Corporation, Salt Lake County, the Utah Division of Air Quality, the University of Utah, and the Authority, as attached as Exhibit A.

4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 11th day of May 2022.

DocuSigned by:



86E38485ACBE4D6

Carlton Christensen, Chair
Board of Trustees

ATTEST:

DocuSigned by:



8D8A6B67F3AA459

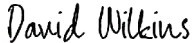
Secretary of the Authority



(Corporate Seal)

Approved as to Form:

DocuSigned by:



5E3257B1CF024B9

Legal Counsel

EXHIBIT A

(Amendment Number 1 to the Interlocal Cooperation Agreement
with Salt Lake County, the University of Utah, the Utah Division of Air Quality,
and Salt Lake City Corporation to Install Air Quality Monitoring on Electric Buses)

County Contract No. 0000002779
D.A. Log No. 22-19395

AMENDMENT NO. 1
to the
INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
**UNIVERSITY OF UTAH; STATE OF UTAH DIVISION
OF AIR QUALITY; UTAH TRANSIT AUTHORITY; AND SALT LAKE CITY
CORPORATION**
for
AIR QUALITY MONITORING ON ELECTRIC BUSES

THIS **AMENDMENT NO. 1** (“First Amendment”) is made and entered into by and between Salt Lake County, on behalf of its Office of Regional Development (“County”); the University of Utah, a body corporate and politic of the State of Utah (“University”); the State of Utah Division of Air Quality (“DAQ”); Utah Transit Authority (“UTA”), and Salt Lake City Corporation (“City”). Collectively, these entities are sometimes referred to in this Agreement as the “Parties.”

RECITALS

A. The County, University, DAQ, and UTA (collectively, the “Original Parties”) previously entered into an Interlocal Cooperation Agreement in April 2021 (the “Agreement”), which Agreement is identified as Salt Lake County Contract No. 0000002779, to monitor local air quality utilizing electric buses on public transportation routes.

B. The Original Parties desire to amend the Agreement to add Salt Lake City Corporation as a party to the Agreement and set forth City’s responsibilities with respect to the Project.

C. All Parties now desire to renew the Agreement for an additional year, from April 22, 2022, to April 21, 2023, as provided in the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the County, University, DAQ, UTA, and City hereby agree as follows:

1. The Agreement will be renewed for a period of one year, from April 22, 2022, through April 21, 2023, as provided in Section 6(a) of the Agreement.

2. Salt Lake City Corporation, a municipal corporation of the State of Utah, is added as a party to the Agreement.
3. Section 1, County Duties, subsection (e), which reads, “County will host a website housing and making available to the public air quality data analysis derived from the Project.” shall be deleted. Subsequent subsections will be renumbered accordingly.
4. A new Section 5 will be added to the Agreement as follows:
 5. Salt Lake City Duties.
 - a. Financial contribution to the Project: \$42,500, to be used for:
 - i. Personnel costs related to data analysis.
 - ii. Purchase of hardware and server needed to house Project data.
 - iii. Parts and hardware for air quality monitors, as needed.
 - iv. Website development.
 - b. City will develop a map, depicting Salt Lake County, for the real-time display of air quality data, including data from e-Buses, TRAX, and stationary monitors. The map will be displayed on a public-facing website. City will host the public-facing website, at a neutral domain address, for the duration of the Project.
5. Section 5 of the existing Agreement entitled “Data Management” shall be renumbered as Section 6.
6. Section 6 of the existing Agreement entitled “General Provisions” shall be renumbered as Section 7.
7. Section 6(b) of the existing Agreement, renumbered as Section 7(d) pursuant to this First Amendment and entitled “Termination,” shall have the following language added:
 - a. If the Agreement expires, or is otherwise not renewed for any reason, the Parties will negotiate in good faith to enter into a dissolution agreement which will address all continuing issues including but not limited to ownership and maintenance of the air quality data display website.
8. Section 6(d) of the existing Agreement, renumbered as Section 7(d) pursuant to this First Amendment and entitled “Interlocal Cooperation Act,” shall be amended to read as follows:

“i. This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act. Notwithstanding any approval for this Agreement or any amendments thereof granted by the Salt Lake County Council, the Parties agree that nothing in this Agreement requires legislative body approval under Section 11-13-202.5(b) of the Interlocal Cooperation Act.”

9. Effective Date. This First Amendment will become effective immediately upon execution of this First Amendment by a duly authorized official of each of the Parties.

10. All Other Terms Remain in Effect. Except as specifically modified and amended by the terms of this First Amendment, the terms and provisions of the Agreement shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement and this First Amendment, the provisions of this First Amendment shall control and govern. If this First Amendment is executed more recently than the expiration of the period of performance stated in the underlying Agreement or a prior amendment, then this First Amendment shall relate back to and be effective from the last day of the previous period of performance.

11. Counterparts. This First Amendment may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this First Amendment delivered by facsimile or email shall be deemed an original signed copy of this First Amendment.

Each Party hereby signs this First Amendment on the date written by each Party on the signature pages attached hereto.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the _____ day of _____, 2022.

[Signature pages to follow]

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Administrative Approval

By: _____

Approved as to Form:

By: _____
Dianne R. Orcutt
Deputy District Attorney

SALT LAKE CITY

By: _____
Mayor or Designee

Date: _____

Administrative Approval

By: _____
Debbie Lyons

Approved as to Form:

By: _____
Senior City Attorney

Date: _____

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

UNIVERSITY OF UTAH

By: _____
Director, Office of Sponsored Projects

Date: _____

UTAH TRANSIT AUTHORITY

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Legal Approval

By: **Michael L. Bell** Digitally signed by Michael L. Bell
Date: 2022.04.22 14:37:17 -06'00'

Title: _____

Date: _____

UTAH DIVISION OF AIR QUALITY

By: _____

Title: _____

Date: _____