

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF AMENDMENT NUMBER 2 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**

R2023-11-02

November 8, 2023

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities - Special 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, Salt Lake City Corporation, 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 Board of the Authority, on May 11, 2022, in Resolution R2022-05-02 approved Amendment 1 to the ILA, which made Salt Lake City Corporation a party to the agreement, among other things; and

WHEREAS, the Authority, Salt Lake County, the Utah Division of Air Quality, the University of Utah, and Salt Lake City Corporation wish to enter into Amendment Number 2 to the ILA; and

WHEREAS, Amendment Number 2 to the ILA updates the budget, at no additional cost to the Authority, extends the agreement through June 30, 2027, allows air quality monitors to be installed on up to fifteen (15) of the Authority's electric buses, and makes minor adjustments to administrative components of the project.


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

1. That the Board hereby approves Amendment Number 2 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 2 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 2 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 8th day of November 2023.

DocuSigned by:

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Carlton Christensen, Chair
 Board of Trustees


ATTEST:

DocuSigned by:

 8D8A6B67F3AA459...

Secretary of the Authority



Approved as to Form:

DocuSigned by:

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Legal Counsel

EXHIBIT A

(Amendment Number 2 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. 23CIV000495
SLC Tracking No. _____

AMENDMENT NO. 2
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. 2 (“Second 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. In April 2022, the Original Parties entered into Amendment No. 1 (“First Amendment”) to the Agreement to add Salt Lake City Corporation as a party to the Agreement and to renew the Agreement for an additional year from April 22, 2022, to April 21, 2023.

C. All Parties now desire to renew the Agreement for an additional term, from April 22, 2023, to June 30, 2027, and to make other changes as outlined below.

NOW, THEREFORE, in consideration of the foregoing, Parties hereby agree as follows:

1. The fourth whereas clause of the Recitals to the Agreement is amended to read in its entirety as follows:

- a. WHEREAS, UTA is willing to allow the installation of air quality monitors on some of its electric buses with routes in Salt Lake County.
2. The following whereas clause shall be added to the Recitals of the Agreement:
 - a. WHEREAS, the Parties have established a budget for the Project, which is set forth in and attached hereto as Appendix C.
3. The Agreement will be renewed for the period from April 22, 2023, through June 30, 2027, as provided in Section 6(a) of the Agreement, and renumbered pursuant to the First Amendment as Section 7(a).
4. Section 1, County Duties, shall be amended as follows:
 - a. Subsection (f) of the Agreement, as renumbered pursuant to the First Amendment as subsection (e), will be updated to reflect that Emily Paskett has replaced Michael Shea as the County's representative in its performance of the Agreement.
 - b. A new subsection (i) is added and will read: County will host a website housing and making available to the public air quality data analysis derived from the Project.
5. Section 3, UTA Duties, shall be amended as follows:
 - a. A new subsection (g) is added and will read: UTA will allow the installation of air quality monitors on up to fifteen electric buses with routes in Salt Lake County.
6. Section 5, Salt Lake City Duties, added to the Agreement pursuant to the First Amendment, shall be amended as follows:
 - a. Subsection (b) shall be amended to read: 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 the public-facing website hosted by County pursuant to Section 1(i) herein.
7. Section 6(a) of the Agreement, as renumbered pursuant to the First Amendment as Section 7(a), shall be amended as follows:
 - a. Term. The initial term of this Agreement will be for one year from the last date of the signature below. This Agreement may be extended for additional terms beyond the initial term, upon written approval of all Parties.
8. Section 7(c)(iv) (Payment) of the Agreement, as renumbered pursuant to the First Amendment as Section 6(c)(iv), shall be amended to update the invoice addresses as follows:

Salt Lake County
The Office of Regional Development
Attn: Emily Paskett

2001 S. State Street S2-100
PO Box 144575
Salt Lake City, UT 84114

CC: Salt Lake County
The Office of Regional Development
Attn: Roxie McSwain
2001 S. State Street S2-100
PO Box 144575
Salt Lake City, UT 84114

9. Effective Date. The period of performance of this Amendment shall be April 22, 2023 to June 30, 2027. In the event the date on which this Amendment is fully signed is more recent than the above date, then this Agreement shall be considered to be retroactive and to have taken effect on April 22, 2023.
10. All Other Terms Remain in Effect. Except as specifically modified and amended by the terms of this Second Amendment, the terms and provisions of the Agreement and the First Amendment shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement, the First Amendment, and this Second Amendment, the provisions of this Second Amendment shall control and govern.
11. Counterparts. This Second 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 Second Amendment delivered by facsimile or email shall be deemed an original signed copy of this Second Amendment.

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

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of the _____ day of _____, 2023.

[Signature pages follow]

SALT LAKE COUNTY

By: _____
Mayor or Designee


Date: _____

ORD Director

By: *Dina Bliss* _____

**Reviewed as to Form
and Legality**
Salt Lake County
District Attorney's Office
Dianne Orcutt Digitally signed by Dianne Orcutt
Date: 2023.08.23 16:01:12 -0600

SALT LAKE CITY

By: 
Erin Mendenhall (Sep 15, 2023 09:55 MDT)
Mayor or Designee

Date: Sep 15, 2023

Administrative Approval


By: *Debbie Lyons*
Debbie Lyons (Aug 31, 2023 16:53 MDT)
Title: Sustainability Director
Date: Aug 31, 2023

Approved as to Form:

By: *Sara Montoya*
Sara Montoya (Sep 5, 2023 16:20 MDT)
Senior City Attorney

Date: Sep 5, 2023

ATTEST AND COUNTERSIGN:


Cindy Lob Trishman (Sep 27, 2023 11:00 MDT)
City Recorder
Minutes & Records Clerk

Sep 27, 2023
Recordation Date

UNIVERSITY OF UTAH

DocuSigned by:
By: TODD BJORKLUND
5A61BC3FD547402...
DIRECTOR, OFFICE OF SPONSORED PROJECTS

Date: 8/29/2023

UTAH TRANSIT AUTHORITY

By: _____

Title: Executive Director

Date: _____

By: _____

Title: Chief Planning and Engagement Officer

Date: _____

Legal Approval

By: _____  _____
70E33A415BA44F6...

Title: Assistant Attorney General

Date: 10/6/2023

UTAH DIVISION OF AIR QUALITY

By: *Bryce C. Bird*
Bryce C. Bird (Oct 4, 2023 16:35 MDT)

Title: Director

Date: Oct 4, 2023

APPENDIX C

eBus Air Quality Monitoring Program Budget - Phase 2

REVENUE		Phase 2
Source ID	Revenue Source	Program Budget
1025000900	Salt Lake County	\$20,000.00
CA0957	State Division of Air Quality	\$120,000.00
2779	Salt Lake City Municipal Corporation	\$42,500.00
	Utah Transit Authority	\$17,285.76
CA0976	HEAL Utah* (EPA)	\$87,119.94
EPA-OAR-OAQPS-22-01	Environmental Protection Agency (SLCo)	\$500,000.00
		\$786,905.70

EXPENDITURES		
Account	Account Description	ApprDescr
601005	Elected And Exempt Salary	Salaries and Benefits
Multiple	Benefits	Salaries and Benefits
639025	Other Professional Fees	Operations
	Website Development & Maintenance	
	eBus Equipment Materials	
639055	Interlocal Agreements	Operations
	Sensor Purchase (12 monitor systems)	
	Installation Services & Maintenance	
	Data Acquisition	
		\$786,905.70

*HEAL Utah is not a party to this Interlocal Agreement. These program funds are reflected in a separate contract between HEAL Utah and SLCo.