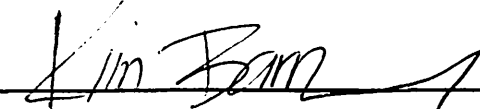


Mayor's Office : Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

Date Received (office use)	
--------------------------------------	--

Date of Request	May 19, 2017
Requesting Staff Member	Gary Edwards, Executive Director, Health Department
Requested Council Date	June 6, 2017
Topic/Discussion Title	Adoption of Interlocal Agreement between Salt Lake County and the University of Utah Pertaining to Air Quality Monitoring
Description	Salt Lake County, on behalf of the Salt Lake County Health Department, is requesting to enter into an interlocal agreement with the University of Utah to advance the understanding of local air pollution through the purchase of air monitoring instruments and conduct air monitoring studies.
Requested Action¹	Authorize the Mayor to sign the interlocal agreement.
Presenter(s)	Gary Edwards, Executive Director
Time Needed²	5 minutes
Time Sensitive³	No
Specific Time(s)⁴	None requested
Contact Name & Phone	Gary Edwards, 385-468-4117
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	

Mayor or Designee approval: 

¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.



Contract Number: HLT17AMUU **Version:** 1 **Desc:** HEA Air Quality Monitoring

Supplier Name: UNIVERSITY OF UTAH

Comments: HEA- Interlocal - County desires to advance the understanding of local air pollution, and the University of Utah (for its Dept of Atmospheric Sciences) to assist in those efforts. Duties of each party outlined in Sections 3 & 4. County to reimburse University up to \$2,000 for air monitoring instruments previously purchased by the University. Term 4/1/2017 to 3/31/2022; may renew for 3 additional 1 year terms. MAX 03/31/2025

Contract Amount: \$2,000.00

Agency Name: Health

Period Performance from 4/1/2017 to 3/31/2022

Procurement Type: EXI Exempt Interlocal
Reason Code:

Buyer: DVanetti



Contract Notification Form

Contract # (if existing) HLT17AMUU
Supplier Name UofU Interlocal Agreement
Supplier ID 0000004417

Please complete and attach the following information and send to Contracts and Procurement for processing.

Hard Copy of Fully Executed Contract Returned to:

Contact Name Debby Vanetti Courier Address S2-600

Special Instructions:

This contract is accompanied with a Council Resolution for signature.

Notice of Approved Contract

Attention to Debby Vanetti Email dvanetti@slco.org

Attention to _____ Email _____

Attention to _____ Email _____

Contract Expiration (Must have a PeopleSoft User ID)

Notice of Expiration ☐ 120 days prior ☒ 90 days prior ☐ 60 days prior other _____

Contact Name Debby Vanetti Contact Email dvanetti@slco.org

Special Instructions:

Contract Insurance Expiration (Must have a PeopleSoft User ID)

Notice of Expiration ☐ 120 days prior ☐ 90 days prior ☐ 60 days prior other _____

Contact Name _____ Contact Email _____

Special Instructions:

Not-to-Exceed Contracts Only: *Notice of Approaching Limit*

Notify when _____ % of contract limit spent.

Contact Name _____ Contact Email _____

Mayor's Office : Council Agenda Item Request Form
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**SALT LAKE COUNTY COUNCIL RESOLUTION
ADOPTION OF INTERLOCAL AGREEMENT BETWEEN
SALT LAKE COUNTY AND THE UNIVERSITY OF UTAH**

Resolution No. _____

Date _____

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL
AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL
AGREEMENT WITH THE UNIVERSITY OF UTAH PERTAINING TO
AIR QUALITY MONITORING**

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, the University of Utah ("University") and Salt Lake County ("County") are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, the parties are authorized under the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to 314 (1953, as amended) to enter into an agreement with one another for joint or cooperative action; and

WHEREAS, University and County desire to advance the understanding of local air pollution and agree that the purchase of air monitoring equipment would allow County to gather information that will help preserve, protect and improve the air resources of Salt Lake County and support the University's efforts to educate students, staff, and the public of the Wasatch Front's unique air quality problems while also supporting ongoing and future scientific research and publication efforts; and

NOW THEREFORE, BE IT RESOLVED by the Salt Lake County Council that it hereby authorizes the Mayor to enter into and execute the Interlocal Agreement for air quality monitoring equipment.

APPROVED AND ADOPTED this ____ day of _____, 2017.

SALT LAKE COUNTY COUNTY COUNCIL

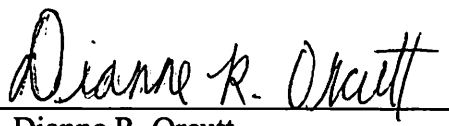
Steve DeBry, Chair

ATTEST:

Salt Lake County Clerk
Sherrie Swensen

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

APPROVED AS TO FORM:

By: 
Dianne R. Orcutt
Deputy District Attorney

INTERLOCAL COOPERATION AGREEMENT

by and between

SALT LAKE COUNTY

*for its Salt Lake County Health Department
and*

THE UNIVERSITY OF UTAH

for its Department of Atmospheric Sciences

This INTERLOCAL COOPERATION AGREEMENT ("**Agreement**") is made and entered into as of this _____ day of _____ 2017 by **SALT LAKE COUNTY** ("County"), a body corporate and politic of the State of Utah, on behalf of the Salt Lake County Health Department, and the **UNIVERSITY OF UTAH**, a body corporate and politic of the State of Utah ("University"), for its Department of Atmospheric Sciences. The County and the University may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, County is a county health department created pursuant to Utah Code Ann. § 36A-1-102(3) and Salt Lake County Code of Ordinances § 9.04; and

WHEREAS, University is an institution of higher education and body corporate and politic of the State of Utah as provided for in Utah Code Ann § 53B-2-101(1)(a); and

WHEREAS, the governing bodies of the parties are public agencies and are authorized by the Utah Interlocal Cooperation Act, section 11-13-101, et seq., U.C.A. (the "**Act**") to enter into agreements with each other which will enable them to make the most efficient use of their resources and powers; and

WHEREAS, County desires to advance the understanding of local air pollution, to gather information that will help preserve, protect and improve the air resources of Salt Lake County, and ultimately improve public health, safety, and the welfare of residents by establishing practices and provisions that reduce air pollution; and

WHEREAS, University desires to produce high quality, long term observations to assist the County's goals of advancing understanding of local air quality issues, in parallel with the University's efforts of educating students, staff, and the public of the Wasatch Front's unique air quality problems while also supporting ongoing and future scientific research and publication efforts; and

WHEREAS, the parties desire to enter into an interlocal agreement to accomplish the foregoing purposes.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties

agree as follows:

1. Term. The term of this Agreement will be from April 1, 2017 through March 31, 2022, with the option to renew the Interlocal Agreement for three (3) additional one-year terms.

2. Termination. Either party may terminate this Agreement for convenience by providing sixty (60) days advance written notice. University will be paid for all work performed up to the date of termination.

3. County Duties.

- a. Determine number of air monitoring instruments that will be purchased. County anticipates that eight air monitoring units plus auxillary equipment will be needed initially, but may add needed air monitoring instruments in the future.
- b. Provide 90 day notice for future orders.
- c. Ensure that ordered parts are delivered to the University.
- d. Reimburse the University in an amount not to exceed \$2,000 for air monitoring instruments previously purchased by the University.
- e. Allow University to deploy the equipment to collect air quality data if County does not have a conflicting need for use of the equipment.
- f. In collaboration with the University, identify research sites, equipment locations, and obtain any needed permissions to conduct air monitoring studies.
- g. Collaborate with University in the identification of air monitoring instrument specifications.
- h. Share air pollution research and study information with the University.
- i. Consult with the University on the interpretation and analysis of shared information.
- j. Designate key staff to be responsible to assist in operation and maintenance of the units.
- k. Store air monitoring instruments when not in use by either the County or the University.
- l. County will maintain ownership of air monitoring instruments at the expiration or termination of this agreement.
- m. Designate a key contact. At the current time that contact is Eric Peterson, epeterson@slco.org, phone 385-468-3875.

4. University Duties.

- a. Provide County an itemized list for purchase of needed air monitoring instruments at a cost not to exceed \$50,000 over the initial term of the agreement.
- b. Assemble air monitoring instruments.
- c. Provide documentation to County of air monitoring instruments delivered and the acceptability of those items.
- d. Return any unused air monitoring instruments to County within 60 days of delivery if they will not be used.
- e. The first eight air monitoring instruments must include the following:
 - i. ES-642 remote dust sensor,
 - ii. SCC 112 sharp cut cyclone (PM 2.5)
 - iii. Main pump assembly

- iv. 0.2 micron filter
- v. 5 micron inline filter element
- vi. auxiliary equipment, including two each of the following: pump purge, cable assembly, external harness and connector.
- f. Possible future instruments include the following:
 - i. Teledyne API T300 CO Gas Filter Correlation Analyzer
 - ii. Teledyne API T200 NOx Chemiluminescence Analyzer
- g. Provide training as needed to County on the operation and maintenance of the air monitoring instruments for two years.
- h. Collaborate with County on design and specifications for the air monitoring instruments.
- i. Provide training on the appropriate use, installation, and maintenance of the air monitoring instruments for the duration of the agreement.
- j. In collaboration with County, utilize the air monitoring instruments for research, other studies, and air quality monitoring. It is understood that the University may deploy the instruments to collect air quality data as long as County does not have any conflict for use of the equipment.
- k. Designate a key contact. At the current time that contact is Ryan Bares, Department of Atmospheric Sciences. Ryan.Bares@utah.edu, phone 435-881-5638.

5. Governmental Immunity. The Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

6. Agency. No agent, employee or servant of University or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. University and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement.

7. Authority to Bind. The parties hereto represent that the person executing this instrument on their behalf has the authority to do so and the authority to bind that party.

8. Interlocal Cooperation Act.

- a. The Parties agree that this Agreement will be entered into, processed, approved, reviewed by an attorney as to legality, and filed in accordance with the provisions and requirements of the Act.

- b. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- c. No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the parties under this Agreement.

9. Miscellaneous.

- a. *Integration.* This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.
- b. *Amendment.* This Agreement may only be amended by a writing signed by both parties.
- c. *Survival.* All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect.
- d. *Waiver.* No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
- e. *Severability.* In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- f. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature page to follow]

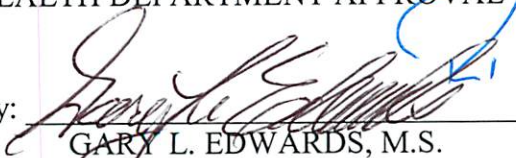
IN WITNESS WHEREOF, the County and University have caused this agreement to be duly executed as of the day and year written first above.

SALT LAKE COUNTY


By: 
Mayor, Salt Lake County

Date: 5/24/17

HEALTH DEPARTMENT APPROVAL

By: 
GARY L. EDWARDS, M.S.
Executive Director

**APPROVED AS TO FORM AND
LEGALITY**

By: 
DIANNE R. ORCUTT
Deputy District Attorney

**UNIVERSITY OF UTAH,
FOR AND ON BEHALF OF ITS
DEPARTMENT OF ATMOSPHERIC
SCIENCES**

By: See Attached
John Chun-Han Lin
Associate Professor

Date: _____

By: See Attached
Andrew Weyrich
Vice President for Research

Date: _____

IN WITNESS WHEREOF, the County and University have caused this agreement to be duly executed as of the day and year written first above.

SALT LAKE COUNTY

By: See Previous
Mayor, Salt Lake County

Date: _____

HEALTH DEPARTMENT APPROVAL

By: [Signature]
GARY L. EDWARDS, M.S.
Executive Director

**APPROVED AS TO FORM AND
LEGALITY**

By: Dianne R. Orcutt
DIANNE R. ORCUTT
Deputy District Attorney

**UNIVERSITY OF UTAH,
FOR AND ON BEHALF OF ITS
DEPARTMENT OF ATMOSPHERIC
SCIENCES**

By: John Chun-Han Lin
John Chun-Han Lin
Associate Professor

Date: May 18th, 2017

By: Andrew Weyrich
Andrew Weyrich
Vice President for Research

Date: 5-18-17

ATTACHMENT A

Party Responsibilities

Joint

- ✓ It is understood that neither SLCoHD nor U of U is obligated to provide labor or resources to assist in either other's studies.
- ✓ Although both parties recognize that instruments and equipment can malfunction or break through normal use, neither U of U nor SLCoHD will be held responsible for any such failures

University of Utah:

- ✓ Itemized for purchase needed parts and assemble Air Monitoring equipment at a cost not to exceed \$50, 000 over the term of the agreement.
- ✓ Submit list of needed parts to SLCoHD for purchase. Parts to be delivered to the UofU.
- ✓ UofU will provide documentation of parts delivered and acceptability of those parts.
- ✓ Return any unused to parts to SLCoHD within 60 days of delivery if they will not be used. .
- ✓ Initial air monitors to include required auxiliary equipment. The first four units to include the following:
 - ES-642 remote dust sensor,
 - SCC 112 sharp cut cyclone (PM 2.5),
 - main pump assembly,
 - 0.2 micron filter,
 - 5 micron inline filter element.
 - Auxiliary equipment includes two each of the following: pump purge, cable assembly, external harness and connector.
- ✓ In collaboration with SLCoHD and as needed; provide staff capable of installing, operating and maintaining the equipment
- ✓ Provide training as needed to SLCoHD on the operation and maintenance of the units
- ✓ Price per unit to be guaranteed for the initial two years of this agreement
- ✓ Parts and workmanship to be guaranteed for two years
- ✓ Cost of living adjustments may be requested 90 days prior to the commencement of year three
- ✓ Collaborate with SLCoHD in the design and speciation's for the Air Monitoring Equipment
- ✓ Provide training on the appropriate use, installation and maintenance of the Equipment
- ✓ In collaboration with SLCoHD utilize the equipment for research, other studies, and air quality monitoring. It is understood that the U of U may deploy the instruments to collect air quality data as long as SLCoHD does not have any conflict for use of the equipment.

- ✓ House air quality instruments purchased by the Salt Lake County Health Department, with the understanding that the instruments may be used by SLCoHD in future studies as well.
- ✓ Name a key contact. At the current time that contact is Dr. Daniel Mendoza, Department of Atmospheric Sciences

Salt Lake County

- ✓ Determine number of Air Monitoring units. SLCoHD anticipates that four units will be initially needed, and may need added units in the future. Future orders may be made with 90 day notice
- ✓ Reimburse the UofU an amount not to exceed \$2,000 for parts previously purchased.
- ✓ U of U may deploy the instruments to collect air quality data as long as SLCoHD does not have any conflict for use of the equipment.
- ✓ In collaboration with the UofU, identify the sites and obtain any needed permissions
- ✓ Collaborate with UofU in the development of the Unit specifications
- ✓ Share data with the UofU
- ✓ Consult with the UofU on the interpretation and analysis of the data
- ✓ Designate key staff to be responsible to assist in operation and maintenance of the units
- ✓ Name a key contact. At the current time that contact is Eric Peterson