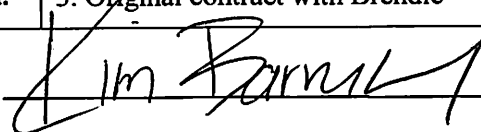


Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

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

Date of Request	4/3/18
Requesting Staff Member	Kim Barnett
Requested Council Date	4/10/18
Topic/Discussion Title	Approval of Interlocal Assignment & Assumption Agreement between SLCo and the Central Wasatch Commission for the Environmental Dashboard contract
Description	In November, 2015 Salt Lake County received funding from Mountain Accord to release an RFP for a contractor to begin the Environmental Dashboard project. In March, 2016 a contract with the Brendle Group was signed. SLCo agreed to manage the contract with the Brendle Group until the Central Wasatch Commission (CWC) was established and the contract would then be transferred to that entity. This interlocal agreement transfers the contract and remaining funding to the CWC.
Requested Action¹	Approval
Presenter(s)	Kim Barnett, Associate Deputy Mayor
Time Needed²	Consent or 5 minutes
Time Sensitive³	
Specific Time(s)⁴	
Contact Name & Phone	Kim 8-7007
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.	Attached are the following documents: 1. Environmental Dashboard FAQ sheet 2. Resolution and agreement authorizing the assignment and assumption of the contract 3. Original contract with Brendle

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.

CENTRAL WASATCH ENVIRONMENTAL DASHBOARD

Frequently Asked Questions

General Information

How can I get involved?

Check the Mountain Accord website (MountainAccord.com/Environmental-Dashboard) for the latest information about the Environmental Dashboard project including meeting notes, event notices, and draft materials. Contact the Project Managers (see contact information at right) with any questions or to provide comments on the Dashboard. The overall project schedule is provided on the final pages of this handout for reference.

Who is the audience for the Environmental Dashboard?

The vision is for the Dashboard to be a data-rich, and technically credible tool that anyone can understand and use. Some may use it to simply better understand current environmental conditions and monitor changes over time. Others might use it as a framework to consider benefits and tradeoffs of future projects, plans, or other decisions.

How will the Dashboard inform future planning and decision making?

The Environmental Dashboard will help establish a common baseline of current conditions against which potential decisions can be tested and considered. The Dashboard will support decision-making at the watershed scale, showing the current conditions of an area, applicable indicators, and the stressors that could be impacting the environmental health now and in the future. Thresholds for each indicator will provide the levels of magnitude or intensity that define its health and scope, and decision-makers can assess whether a proposed plan or project will impact an indicator and if so, how it might impact the overall indicator health or threshold level.

Data Platform and Logistics

Will the information that is generated from the Dashboard be accessible? If so, in what format?

The first phase of the Dashboard effort will result in a written report that will be accessible in PDF format. It will also include development of a digital data information system to store all data collected from the process. The second phase of the Dashboard effort will translate the written report and data information system into an online, publicly accessible tool that provides both spatial and graphical results.

What data sets are being used and how will they be maintained?

The Environmental Dashboard will feature spatial data using a Geographic Information System (GIS) linked data information system. Data sources and maintenance will be widely dependent upon the indicator and available data. For some indicators, live connections to existing online data sets or platforms are expected, automating the update and maintenance process. For other indicators, periodic updates to or refreshing of data sets will be required for ongoing maintenance of the Dashboard.

How will data gaps be addressed?

During the assessment of current conditions for each indicator, data sources will be inventoried and reviewed for suitability. In the event that adequate data are not available for an indicator (due to format, coverage, lack of data, or other reason), this will be noted as a data gap. After all data gaps are identified, a list of data gaps that are a priority to fill will be developed, including recommended parameters for new data collections or amendments to currently collected data. Since the Dashboard is an ongoing project, these priority data gaps may be addressed and filled over time.

Project Managers

Marian Hubbard-Rice
Salt Lake City
Marian.rice@slcgov.com

Joan Degiorgio
The Nature Conservancy
jdegorgio@tnc.org

Carly Castle
Salt Lake City
Carly.castle@slcgov.com

Consulting Team



CENTRAL WASATCH ENVIRONMENTAL DASHBOARD

How often will the Dashboard need to be updated?

The indicators selected and availability of data for those indicators will determine the frequency of updates. As part of the Dashboard Framework and written report, the anticipated frequency of and recommendations for updates will be identified. It is hoped that this Dashboard will provide the framework and administrative structure to become a legacy project for the ongoing monitoring of the region's environmental health.

Will the Wasatch Back be included in the Dashboard?

Yes, the full Central Wasatch area will be included – both back and front. We know that watersheds do not follow jurisdictional boundaries and therefore the project will use a holistic watershed approach.

Scientific Basis and Framework Rationale

How does the Dashboard relate to ongoing conservation management planning by various agencies and jurisdictions in the Mountain Accord study area, including United States Forest Service (USFS)?

The Environmental Dashboard project aims to complement, align, and support other conservation management planning efforts in the region. The Environmental Dashboard draws upon these current efforts to help establish a common set of indicators and data sets to monitor. In turn, the existing and future conservation management plans will help detail specific implementation strategies that will support and enhance the conditions of the Dashboard indicators.

Where will climate change fit in to the Dashboard framework?

Climate change is an overarching stressor that may impact all of the Dashboard elements and indicators. At first, the Dashboard will simply document current environmental conditions for each Dashboard indicator. Over time, stressors on the environment may create departures from existing conditions, and these trends will be monitored for each indicator. For example, stream health will be influenced by myriad variables, including climate change. Monitoring stream health indicators over time will reveal the extent to which climate change and other stressors are impacting stream health. Additionally, each element and indicator will include narrative information about potential threats and stressors, including climate change impacts. The Dashboard will be able to inform future climate impact analyses, vulnerability assessments and resiliency planning.

What about people? We're the biggest stressors on the environment?

Human activities such as development, recreation, and transportation create impacts on the natural environment. Through the dashboard we will be evaluating the current condition of select elements of the environment – that serve as surrogates for the health of the entire system – and accounting for the impacts humans are having on the natural environment. For example, if we measure the health of our waterways and find sections that get de-watered, which impacts wildlife, we register that as a degraded condition.

Dashboard users will be able to use this information to explore and identify the human action and other stressors that are causing negative effects, and could ultimately develop strategies that can mitigate the impact if necessary. Additionally, future phases of the Dashboard's development could include the addition of other systems (e.g., economic and social) and/or elements for which a suite of targets and indicators could define the current status and be used to monitor ongoing progress.

Will representatives from academia be included in the Dashboard development?

Yes, representatives (both professors and researchers) from educational institutions including University of Utah, Utah State University, and Brigham Young University are included on our committee of technical experts who will be reviewing and informing the Dashboard development.

SALT LAKE COUNTY

RESOLUTION NO. _____, 2018

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION OF THE ATTACHED INTERLOCAL COOPERATION AGREEMENT WITH THE CENTRAL WASATCH COMMISSION FOR THE ASSIGNMENT AND ASSUMPTION OF AN AGREEMENT WITH THE BRENDLE GROUP, INC.

WITNESSETH

A. On or about March 15, 2016, Salt Lake County (the “County”) entered into an agreement with The Brendle Group, Inc. (“Brendle”) to establish a Dashboard and Environmental Monitoring and Adaptive Management Plan (the “Dashboard Agreement”).

B. The County now desires to assign its rights and obligations under the Dashboard Agreement to Central Wasatch Commission (the “Commission”), and the Commission agrees to assume these rights and obligations.

C. The County and the Commission are entities authorized by the Utah Interlocal Cooperation Act, Section 11-13-101 (2017) *et seq.*, Utah Code Ann., to enter into agreements with each other to perform any governmental service, activity or undertaking which each governmental entity is authorized by law to perform.

D. Therefore, it has been determined that the best interests of the County, the Commission, and the general public will be served by the execution of the attached Interlocal Assignment and Assumption Agreement attached hereto as Exhibit 1 and by this reference made a part of this Resolution (the “Agreement”).

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Agreement is hereby approved, and the Mayor is hereby authorized to execute the Agreement on behalf of the County.

APPROVED and ADOPTED this ____ day of _____, 2018.

SALT LAKE COUNTY COUNCIL:

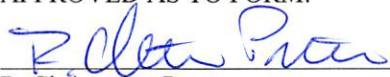
ATTEST:

Aimee Winder-Newton, Chair Date

Salt Lake County Clerk

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:



R. Christopher Preston
Deputy District Attorney
Date: 4/4/2018

EXHIBIT 1

Original Contract with The Brendle Group &

Interlocal Assignment and Assumption Agreement

INTERLOCAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This Interlocal Assignment and Assumption Agreement (this "Agreement") is entered into effective _____, 2018 by and between Salt Lake County ("County") and the Central Wasatch Commission (the "Commission"). Each is individually referred to as a "Party" and collectively as the "Parties."

RECITALS:

Whereas, County entered into an agreement with The Brendle Group, Inc. on or about March 15, 2016 to establish a Dashboard and Environmental Monitoring and Adaptive Management Plan in conjunction with the Mountain Accord program ("Dashboard Agreement"), a copy of which is attached hereto as Exhibit "1";

Whereas, the Commission is an Interlocal Entity created under the Utah Interlocal Cooperation Act, which was established to implement the goals of the Mountain Accord program, including the establishment of an environmental dashboard;

Whereas, the Parties desire the County to assign its rights and obligations under the Dashboard Agreement to the Commission and for the Commission to assume the same;

Whereas, the Parties desire to enter into this interlocal agreement, wherein the County transfers to the Commission the County's remaining funds to be paid under the Dashboard Agreement;

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **ASSIGNMENT AND ASSUMPTION.** The rights and obligations of the Dashboard Agreement are hereby assigned and delegated to the Commission, and the Commission accepts and assumes the same.
2. **FUNDING.** County shall transfer to the Commission all unspent funds allocated to the Dashboard Agreement as soon as practicable after the effective date of this Agreement. At the time of transfer, County will provide the Commission with an accounting of all funds spent pursuant to the Dashboard Agreement, together with unspent funds allocated for future deliverables.
3. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of

this Agreement shall be agreed to in writing by the Parties, incorporated as amendments (an "Amendment" or "Amendments") to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later Amendments, the later Amendments shall be controlling.

4. RECORDS. Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be subject to the Utah Government Records Access and Management Act and other applicable state and federal law. Records created by or through work performed by Commission staff or consultants shall be maintained by such staff and consultants in accordance with their respective duties and scopes of work.

5. NOTICE. Notices required under this Agreement shall be sent to the Parties at the contact information set forth below:

SALT LAKE COUNTY

Kimberly Barnett
Salt Lake County Government Center
2001 South State Street, Ste. N2100
P.O. Box 144575
Salt Lake City, UT 84114-4575
Email: kbarnett@slco.org

Copy to:

Salt Lake County District Attorney
35 East 500 South
Salt Lake City, UT 84111

CENTRAL WASATCH COMMISSION

Shane Topham
Legal Counsel
Central Wasatch Commission
170 S. Main Street, Ste. 1500
Salt Lake City, UT 84101-1644
wtopham@joneswaldo.com

Except as otherwise provided in this Agreement, any notice given by a Party under this Agreement shall be made in writing and mailed by U.S. mail, hand-delivered, or emailed (with a confirmation copy sent by US mail) to the other Parties addressed as specified above. A Party may change its contact information from time to time by giving written notice to the other Parties in accordance with the procedures set forth in this section.

6. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Act, the Parties agree as follows;

a. This Agreement shall be authorized by resolution of the legislative body of 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 copy of this Agreement shall be filed with the 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, if any.

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 mayor or chief executive officer of each Party. 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. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person other than the Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

8. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

9. AUTHORIZATION. Each Party is duly authorized to enter this Agreement.

IN WITNESS WHEREOF, the above-identified Parties enter into this Agreement effective the date of the last Party's signature. The effective date as to each Party is the date of that Party's signature.

SALT LAKE COUNTY

Its: _____

Signed this ____ day of _____, 2018.

Approved as to Form

CENTRAL WASATCH COMMISSION

Its: _____

Signed this ____ day of _____, 2018.

Approved as to Form



Contract Number: 0000001109 Version: 1 Desc: MAY Mountain Accord Dashboard
Supplier Name: Brendle Group
Comments: MAY- RFP MAY23561 - Mountain Accord Initiative Dashboard and Environmental Monitoring and Adaptive Management Plan according to Exhibits 1 & 2 (subpart 2.2 of the RFP and the "Approach" section of the proposal). County to pay \$249,988. Term for 3 years to 3/10/2019, may renew for an additional 3 year period to MAX 3/10/2022.
Contract Amount: \$249,988.00
Agency Name: Mayor Administration
Period Performance from 3/11/2016 to 3/10/2019
Procurement Type: RFP MAY23561
Reason Code:
Buyer: SPierce

AGREEMENT

between

SALT LAKE COUNTY

and

THE BRENDLE GROUP, INC.

*Mountain Accord Initiative Dashboard and
Environmental Monitoring and Adaptive Management Plan*

This agreement is entered into this 15th day of March, 2016, between Salt Lake County, a body corporate and politic of the State of Utah ("County"); and The Brendle Group, Inc., a Colorado corporation, with its principal place of business at 212 West Mulberry Street, Fort Collins, Colorado 80521 ("Contractor"). County and Contractor may be referred to as the "Parties."

RECITALS

A. On or about November 25, 2015, County issued a Request for Proposals to provide development of an Environmental Monitoring and Adaptive Management Plan—a Dashboard for the Mountain Accord Initiative ("RFP," which is incorporated by reference and attached to this agreement as Exhibit 1). The RFP includes an Addendum No. 1, which was issued on December 7, 2015.

B. Contractor submitted a proposal in response to County's RFP and a clarifying memorandum dated February 18, 2016 (collectively the "Proposal," which is incorporated by reference and attached to this agreement as Exhibit 2).

C. On or about January 19, 2016, the Mayor or designee approved the recommendation of the RFP selection committee to enter into an agreement with Contractor.

AGREEMENT

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. SCOPE OF SERVICES

The scope of work and tasks to be completed are defined in Subpart 2.2 ("Scope of Work and Tasks to be Completed") of the RFP, in the "Approach" section of the Proposal and in the February 18, 2016 memorandum included in the Proposal.

2. CONSIDERATION

County shall pay Contractor for services provided in accordance with Subpart 2.2 ("Scope of Work and Tasks to be Completed") of the RFP, and the "Environmental Dashboard Pricing Proposal" section of the Proposal. Contractor shall submit monthly invoices to County

that identify and request payment for the amount of work actually completed as of the date of the invoice. County shall make payments within 30 days of receiving a correct invoice. All such progress payments shall be subject to correction in the final payment. The total payment under the agreement shall not to exceed \$249,988 unless this agreement is amended in a writing signed by the parties. Contractor may request a price adjustment for any additional three-year term, which request County may reject or accept in its sole discretion.

3. **EFFECTIVE DATE/TERM**

This agreement is effective upon execution and shall continue for a three-year term. The agreement may be renewed by the Parties for an additional three-year term in a writing signed by the parties.

4. **INDEPENDENT CONTRACTOR AND TAXES**

The relationship of County and Contractor under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Contractor of employer and employee, partners or joint venturers.

The parties agree that Contractor's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

5. **AGENCY**

No agent, employee or servant of Contractor 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. Contractor 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. Contractor and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Contractor is an independent contractor.

6. **COUNTY REPRESENTATIVE**

County hereby appoints Marian Hubbard-Rice as County Representative to assist in the administrative management of this Agreement and to coordinate performance of the services to be provided by Contractor under this Agreement.

7. **CONTRACTOR REPRESENTATIVE**

Contractor shall designate an employee and make known to the County the name and title of this employee within its organization who is authorized to act as Contractor's representative in

its performance of this Agreement. Contractor Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

8. **STANDARD OF PERFORMANCE/PROFESSIONALISM**

Contractor acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Contractor agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Contractor, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. Contractor further agrees that it will not accept any fee or financial remuneration from any entity or person other than Salt Lake County for its performance under this Agreement.

9. **INDEMNIFICATION**

Contractor agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Contractor, its agents, representatives, officers, employees or subcontractors in the performance of this Agreement.

10. **GOVERNMENTAL IMMUNITY**

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE ANN. §§ 63G-7-101 to -904 (2015). The parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

11. **NON-FUNDING CLAUSE.**

County intends to request the appropriation of funds to be paid for the services provided by Contractor under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the County's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the County as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, County shall promptly notify Contractor of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

12. **INSURANCE**

12.1 County represents that it is self-insured pursuant to the provisions of UTAH CODE ANN. § 63G-7-801 (2015).

12.2 Contractor shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

A. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(i) Currently rated A- or better by A.M. Best Company; and

—OR—

(ii) Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

C. The Contractor shall furnish certificates of insurance, acceptable to the County, verifying compliance with the insurance requirements herein prior to the execution of this agreement. Contractor shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this agreement.

D. In the event any work is subcontracted, the Contractor shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of the Contractor hereunder.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Contractor shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.

F. All required policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the County in a manner approved by the County District Attorney.

G. In the event Contractor fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Contractor for the costs of said insurance.

REQUIRED INSURANCE POLICIES

Contractor, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

A. Workers' compensation and employer's liability insurance as required by the State of Utah, unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide workers' compensation

insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance, on an occurrence form, with the County as an additional insured, in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate and \$1,000,000 products completed operations policy aggregate. The policy shall protect the County, the Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Contractor's operations under this Agreement, whether performed by the Contractor itself, any subcontractor, or anyone directly or indirectly employed or engaged by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to the County whether such coverage be primary, contributing or excess.

C. Professional liability insurance with a minimum policy limit of \$1,000,000 per occurrence.

D. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$100,000 per person, \$300,000 per accident, \$50,000 property damage or a single combined limit of \$500,000.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

The Contractor shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as the Contractor agrees not to operate a vehicle in connection with services rendered under this Agreement, the County shall not require the Contractor to provide commercial automobile liability insurance.

13. NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of Contractor or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Contractor's operations, or authorizes funding or payments to Contractor.

14. ETHICAL STANDARDS

Contractor represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07 (2015); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

15. CAMPAIGN CONTRIBUTIONS

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Salt Lake County Code of Ordinances § 2.72A (2015). Contractor acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Contractor further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

16. PUBLIC FUNDS AND PUBLIC MONIES

16.1 Definitions: “Public funds” and “public monies” mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in Contractor’s possession.

16.2 Contractor’s Obligation: Contractor, as recipient of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” as authorized by law and this Agreement for the provision of services to Salt Lake County. Contractor understands that it, its officers, and employees may be criminally liable under UTAH CODE ANN. § 76-8-402 (2015), for misuse of public funds or monies. Contractor expressly understands that County may monitor the expenditure of public funds by Contractor. Contractor expressly understands that County may withhold funds or require repayment of funds from Contractor for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

17. AFFIDAVITS

Upon the execution of this Agreement and if requested by the County, Contractor shall submit a sworn affidavit from each officer, employee, or agent of Contractor who has been in contact or communicated with any officer, agent or employee of County during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, have either directly or indirectly restrained free and competitive bidding by entering into any Agreement, participated in any collusion, or otherwise taken any action unauthorized by the governing body of the County, or in violation of applicable law.

18. TERMINATION

18.1 Termination for Default. County may terminate this Agreement for an “Event of Default” as defined, upon written notice from County to Contractor.

18.2 Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to County.

18.3 Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

18.4 Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

18.5 No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

18.6 Termination for Convenience. County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion that it is in the County's interest to do so. If County elects to exercise this right, County shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.

19. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Contractor of applicable law shall constitute an event of default under this Agreement and Contractor shall be liable for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

20. NON-DISCRIMINATION

Contractor and any agent of Contractor agree that they shall comply with all federal, state and county laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

21. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS ("URS")

County is a URS "participating employer." Entering into an agreement with County may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to UTAH CODE ANN. § 49-11-504 to -505 (2015). In addition, Contractor is required to immediately notify County if a retiree of URS is the contractor; or an owner, operator, or principal of the contractor. Contractor shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

22. LABOR REGULATIONS AND REQUIREMENTS

Contractor agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. Contractor shall indemnify and hold County harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by Contractor, its agents or employees.

23. EMPLOYEE STATUS VERIFICATION SYSTEM

If this Agreement was the result of a Request for Proposals by County, Contractor shall register and participate in the Status Verification System before entering into a contract with the county as required by UTAH CODE ANN. § 63G-12-302 (2015). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Contractor is individually responsible for verifying the employment status of only new employees who work under Contractor's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. The contractor shall comply in all respects with the provisions of UTAH CODE ANN. § 63G-12-302 (2015). Contractor's failure to so comply may result in the immediate termination of its contract with the County.

24. CONFIDENTIALITY

Contractor shall hold all information provided to it by County for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of Contractor's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of County. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Contractor in performance of this Agreement shall also be held confidential by Contractor. County shall have the sole obligation or privilege of releasing such information as required by law.

25. OWNERSHIP OF WORK PRODUCT

All work performed by Contractor under this Agreement shall become the sole property of the County. Ownership of the work shall apply regardless of the form of the work product

including, but not limited to, writings, drawings, reports, any form of video or audio, etc. Upon final payment by County to Contractor, Contractor shall deliver to County all work product applicable to the services provided under this Agreement including, but not limited to, work product in draft form.

26. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

Contractor acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), UTAH CODE ANN. §§ 63G-2-101 to -901 (2015). As a result, County is required to disclose certain information and materials to the public, upon request. Contractor agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by County.

Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to the County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

27. ASSIGNMENT

Contractor shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of County. County reserves the right to assert any claim or defense it may have against Contractor and against any assignee or successor-in-interest of Contractor.

28. SUBCONTRACTING

Contractor agrees that it shall not subcontract to provide any of the services under this agreement or execute performance of its obligations under this agreement without prior express written consent of County.

29. NOTICES

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY:	Contracts Administrator Salt Lake County 2001 South State, Suite, N-4500 Salt Lake City, Utah 84190-3100
CONTRACTOR:	Judy Dorsey President and Principal Engineer

The Brendle Group, Inc.
212 West Mulberry Street
Fort Collins, CO 80521

30. TIME

The parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement and shall be just cause for immediate termination by County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

31. ENTIRE AGREEMENT

County and Contractor acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Contractor, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

32. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

33. COUNTERPARTS

This Agreement 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 Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

34. INTERPRETATION

The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This agreement;
- B. Salt Lake County's Request for Proposals (Exhibit 1); and
- C. Contractor's Proposal (Exhibit 2).

County and Contractor agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.



Contract Number: 0000001109ADJ Version: 2 Desc: MAY Mountain Accord Dashboard
Supplier Name: Brendle Group
Comments: MAY- RFP MAY23561 - Mountain Accord Initiative Dashboard and Environmental Monitoring and Adaptive Management Plan according to Exhibits 1 & 2 (subpart 2.2 of the RFP and the "Approach" section of the proposal). County to pay \$249,988. Term for 3 years to 3/10/2019, may renew for an additional 3 year period to MAX 3/10/2022.// Amendment #1 alters Paragraph 36 "Publication".
Contract Amount: \$246,917.75
Agency Name: Mayor Administration
Period Performance from 3/12/2016 to 3/10/2019
Procurement Type: RFP MAY23561 Reason Code: AMENDMENT
Buyer: SPierce

FIRST AMENDMENT TO THE AGREEMENT

between

SALT LAKE COUNTY

and

THE BRENDLE GROUP, INC.

Mountain Accord Initiative Dashboard and Environmental Monitoring and Adaptive Management Plan

THIS AMENDMENT NO. 1 ("First Amendment") made and entered into this 8th day of July, 2016 by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("County") and THE BRENDLE GROUP, INC. ("Contractor"), a Colorado corporation, with its principal place of business at 212 West Mulberry Street, Fort Collins, Colorado 80521. The County and the Contractor may be referred to jointly as the "Parties."

RECITALS

A. On or about March 15, 2016, the County and the Contractor entered into County Contract No. 0000001109 for the Mountain Accord Initiative Dashboard and Environmental Monitoring and Adaptive Management Plan (the "Agreement").

B. Contractor has negotiated and anticipates entering into certain subcontractor agreements with various entities including the University of Utah, a body corporate and politic of the State of Utah ("University of Utah"), and Colorado State University, the Board of Governors of the Colorado State University System, acting by and through Colorado State University ("Colorado State University") (collectively the "Subcontract Agreements").

C. Paragraph 31 of the Agreement allows for the Agreement to be amended by a writing, signed by both parties.

D. The County and the Contractor agree to amend the Agreements as set forth herein in considerations of the terms and conditions of the Subcontract Agreements requested by the University of Utah and Colorado State University.

A M E N D M E N T

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree to amend the Agreement as follows:

1. To amend the Agreement to include Paragraph 36 entitled "Publication" as follows:

36. PUBLICATION. The County agrees to allow the Contractor to publish the results of the Work conducted in connection with this Agreement, subject to the following conditions:

- A. Contractor agrees that it shall not publish the results of the Work conducted in connection with this Agreement, without the prior written consent of County, until the expiration of six (6) months following the first to occur of either the termination of this Agreement or submission of the final written report.**
- B. In the event the Contractor wishes to publish Work results prior to the expiration of the above described six (6) month period, Contractor shall first provide to County written notice of intent to publish and a draft of such publication. County shall have forty-five (45) days after receipt of the draft publication to require, in writing, the removal of portions deemed by County to contain confidential, sensitive, or patentable material owned by County, or**

to request a delay in submission of the draft for publication pending County's application for patent protection. In either event, Contractor shall have no obligation to delay publication of the draft for longer than six (6) months following delivery of notice to County of intent to publish. Under no circumstances shall Contractor publish any Work for which County has determined to be confidential, sensitive, or patentable without the prior written approval of County.

The County acknowledges that Contractor will enter into various subcontract agreements with Universities as governmental entities. The Contractor may grant authority to its subcontractors to publish the results of the Work in its subcontract agreements, so long as Contractor holds its subcontractors to the same requirements, listed above, to which the County holds the Contractor.

2. All other terms and conditions set forth in the original Agreement, not affected by this Amendment, shall remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the Parties execute this First Amendment on the day and year specified above.

SALT LAKE COUNTY:

By: _____



Mayor or Designee

CONSULTANT:

The Brendle Group, Inc.

By: _____



Print: _____

Judy Doherty

Title: _____

President

Approved as to Form:

By: _____



Angela D. Lane,
Deputy District Attorney

Date: _____

06/27/2016

This individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Contractor by authority of law and that this Agreement is binding upon the Contractor. A person who makes a false representation of authority may be subject to criminal prosecution under UTAH CODE ANN. §76-8-504.