

County Contract: _____

DA # 20-16880

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

**UNIVERSITY OF UTAH; STATE OF UTAH DIVISION
OF AIR QUALITY; AND UTAH TRANSIT AUTHORITY
FOR AIR QUALITY MONITORING ON ELECTRIC BUSES**

THIS INTERLOCAL COOPERATION AGREEMENT (the “Agreement”) is made and entered into by and between Salt Lake County, on behalf of its Office of Regional Development (“County”); the University of Utah, an institution of higher education and a body corporate and politic of the State of Utah (“University”); the State of Utah Division of Air Quality (“DAQ”); and Utah Transit Authority (“UTA”). Collectively, these entities are sometimes referred to in this Agreement as the “Parties.”

RECITALS

WHEREAS, the Parties desire 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 County residents by establishing practices and provisions that reduce air pollution; and

WHEREAS, the Parties desire 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 expand on the current air quality monitoring effort utilizing public transit; and

WHEREAS UTA is willing to allow for installation of air quality monitors on up to five electric buses with routes in Salt Lake County; and

WHEREAS, the parties to this agreement desire to apportion among themselves the costs and responsibilities for the development and maintenance of the eBus Air Quality Monitoring Project (“Project”) and deem it expedient and proper to enter into a written agreement whereby their respective responsibilities are particularly set forth;

WHEREAS, The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the “Interlocal Cooperation Act”), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act

jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

NOW, THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. County Duties.

- a. County will serve as primary Project manager.
- b. County will handle Project logistics.
- c. County will serve as the lead for coordination between Parties.
- d. County will serve as fiscal agent for the Project.
- e. County will host a website housing and making available to the public air quality data analysis derived from the Project.
- f. The County designates Michael Shea (or another individual as designated by the County in a written notice to the Parties) as the County's representative in its performance of this Agreement.
- g. Financial contribution to project: \$20,000.
- h. County shall pay University an amount not to exceed \$154,990.00 for services provided by University under this Agreement. University will bill County for services performed according to the rates set forth in Appendix B.
- i. County will accept, on behalf of the Parties to this Agreement, donations made to the Project by non-governmental entities

2. University Duties.

- a. In connection with the Project, University agrees to perform for the Parties certain research described in the Statement of Work set forth in Appendix A, which is attached hereto and incorporated herein by this reference.
- b. The University designates Daniel Mendoza (or another individual as designated by the University in a written notice to the Parties) as the University's representative in its performance of this Agreement.
- c. University will be responsible for the operation and maintenance of the monitors.
- d. University will coordinate with UTA to determine when buses are available for maintenance work.

3. UTA Duties.

- a. UTA will be responsible for the operational integration of equipment and vehicles which shall be limited to responsibility for mounting the box which contains the monitor; providing electrical hook-ups from the E-bus; and determining when E-buses are available for integration.
- b. UTA will coordinate with the manufacturer to ensure that installation of the monitoring equipment does not adversely affect operation of the E-bus.
- c. UTA will coordinate route planning, including final decision making on route selection.

- d. UTA will coordinate with University to determine when E-buses are available for installation of monitoring equipment.
- e. Designate, in a written notice to the Parties, a key contact for the project.
- f. Financial contribution to project: total lump sum payment of \$20,000.00 for the first year of the term of the Agreement.

4. DAQ Duties.

- a. DAQ agrees to coordinate data analysis with University.
- b. DAQ will utilize existing data sets to analyze and frame data within the air quality regulatory sphere.
- c. DAQ will provide regulatory guidance.
- d. DAQ will use eBus data in new data processing tool to compare to established regulatory monitoring.
- e. DAQ will designate, in a written notice to the Parties, a key contact for the project.

5. Data Management.

- a. Raw data will be housed by the University.
- b. All Parties to this Agreement will have access to raw data.
- c. No raw data will be made public without written agreement from all Parties.
- d. Analyzed and processed data can be made public by any party in any form it chooses subject to Paragraph 6.o. below.
- e. If Project or Agreement is terminated, each party will retain ownership and/or license rights to data, including raw data.

6. General Provisions.

- a. Term. The term of this Agreement will be for one year from the last date of signature below. The parties may renew for up to three additional one-year terms.
- b. Termination. Any party may withdraw from this Agreement for convenience by providing thirty (30) days advance written notice.

If the remaining Parties confer with one another and agree that the non-involvement of the Withdrawing Party will frustrate the purposes of the Agreement, the agreement may be terminated. All Parties shall be reimbursed for services or contributions provided before the date of termination on a pro-rata basis using funds contributed and available to date. Notwithstanding, the County will reimburse the University for the research services provided up to the date of termination subject to a not-to-exceed of \$154,990.00.

The Withdrawing Party will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice if prohibited by statute, regulation, or executive order.

- c. Consideration. The Parties will deposit the above listed financial contributions with the County for the costs associated with the Project for the first year. Payments for

subsequent years shall be determined by the Parties at the time the additional one-year extension(s) are authorized. Payments of financial contributions are due on the last day of the first month of the term of the Agreement for each year it is in effect.

- i. County shall place all funds collected under this Agreement in an interest-bearing account. All funds deposited in this account and the accrued interest shall be dedicated to funding the Project under this Agreement.
- ii. Upon completion or mutual termination of this Agreement, the balance of the funds remaining in the account shall be divided on a pro rata basis between the financial contributors to this Agreement.
- iii. The County agrees to pay University for performance of the research under this Agreement on a cost reimbursable basis. The total compensation to be paid by County to University for the research shall not exceed one hundred fifty-four thousand nine hundred ninety dollars (\$154,990.00) as set forth in the itemized budget contained in Appendix B, which is attached hereto and incorporated herein by this reference.
- iv. Payment. University will invoice County monthly for costs incurred in performance of the research. Invoice shall be delivered to:

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

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

Payment shall be due within thirty (30) days of County's receipt of invoice. Invoices will include receipts of purchases and efforts.

- d. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:
 - i. This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.
 - ii. This Agreement shall be reviewed as to proper form and compliance with

applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

- iii. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.
 - iv. The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.
 - v. 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.
 - vi. 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.
- e. No Obligations to Third Parties. The Parties agree that each of their obligations under this Agreement are solely to each other. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.
- f. Governmental Immunity, Liability, and Indemnification.
- i. Governmental Immunity. All Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 et seq. (the “Immunity Act”). Subject to and consistent with the terms of the Immunity Act, the County, DAQ, University, and UTA shall be liable for their own negligent acts or omissions, or those of their authorized agents, officers or employees while engaged in the performance of the obligations under this Agreement, and neither the County, DAQ, University, nor UTA shall have any liability whatsoever for any negligent act or omission of the other Parties, its agents, officers or employees. No Party to this Agreement waives any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
- g. Required Insurance Policies. All Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.
- h. Assignment and Transfer of Funds. Parties will not assign or transfer their obligations under this Agreement nor their rights to compensation under this Agreement without prior written consent from all other Parties to the Agreement.

- i. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.
- j. 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.
- k. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect.
- l. 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.
- m. 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.
- n. Publication. University and its personnel shall have the right, consistent with academic standards and subject to this Section, to publish in scientific or other journals, or to present at professional or academic conferences or other meetings, data and results created by University under this Agreement. Sixty (60) days prior to submission of any material for publication or presentation, University shall provide Parties with such material for its review. No publication or presentation shall be made unless and until any confidential information provided to University by Parties has been removed, unless otherwise approved in writing by Parties. If requested in writing by Parties, University shall withhold, or shall cause its personnel to withhold, material from submission for publication or presentation for an additional sixty (60) days from the date of Parties' request to allow for the filing of a patent application or the taking of such measures as Parties deems appropriate to establish and preserve its proprietary rights in the information or material being submitted for publication or presentation. If University does not receive Parties'

written response to the proposed publication within the sixty (60) day period, then Parties shall be deemed to have consented to such submission or public disclosure of the proposed publication delivered to Parties. Parties shall have the right to publish independently the Deliverables provided to Parties under this Agreement, provided that due acknowledgement is made for the intellectual contribution made by University personnel in accordance with standard scientific practice.

- o. Ownership of Intellectual Property. The Parties each recognize that each has no right, title, interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. With respect to all deliverables, documents, records, data, and other materials (collectively "Materials") developed or licensed by University under this agreement, the Parties agree:
 - i. University may retain ownership of these Materials.
 - ii. Parties shall have unrestricted access to these Materials during the Term.
 - iii. Parties shall have an irrevocable, royalty-free, non-exclusive right and license to use, reproduce, publish, make derivative works, display, and perform publicly any Material first developed under this Agreement.
 - iv. The University shall notify the Parties a minimum of thirty (30) days prior to the University's plan to destroy any Materials during the Term.
 - v. At the discretion of the Parties, in the event University shall abandon its rights to any such Materials during the Term, University shall assign to Parties all of Grantee's rights, title and interest therein.
- p. Confidentiality. All Parties to this Agreement are subject to the Utah Government Records Access and Management Act, Section 63, G-2-101, et. seq., Utah Code Ann. ("GRAMA"), as amended; Under GRAMA, certain records in connection with this Agreement may be subject to public disclosure; the Parties acknowledge their confidentiality obligations under this Agreement shall be subject in all respects to compliance with GRAMA.
- q. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendment to this Agreement shall be effective unless made in writing and signed by the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of
the _____ day of _____, 2021.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Administrative Approval

By: _____

Approved as to Form:

By: Megan L. Smith
Megan L. Smith,
Deputy District Attorney

UNIVERSITY OF UTAH

By: _____

Title: Director, Office of Sponsored Projects

UTAH TRANSIT AUTHORITY

By: _____

Title: _____

Legal Approval: _____

UTAH DIVISION OF AIR QUALITY

By: _____

Title: _____

APPENDIX A

eBus Project: University Scope of Work

The University of Utah will:

- a. Oversee the assembly of monitoring equipment. This will include the purchase of all necessary equipment with the funding provided by Salt Lake County and the setup and testing of all components, individually and as a unit.
- b. Coordinate with UTA on installation of equipment. The monitoring equipment will be placed inside boxes located on electric buses. University will work with UTA to establish a timeline to install the monitoring equipment inside the boxes they will design and develop.
- c. Advise and coordinate route planning with UTA. This will involve identifying potential bus routes to maximize the observation potential of this project.
- d. Be responsible for data gathering and storage. The sensor system will relay observation data to a central repository that will also serve as a storage site.
- e. Coordinate with Division of Air Quality on analyzing data. The data will undergo quality control using standard protocols, similar to the TRAX Air Quality Observation Project.
- f. In collaboration with Salt Lake County and DAQ, utilize the air monitoring instruments for research, other studies, and air quality monitoring. The University of Utah will facilitate data use for research and other studies.
- g. Designate a key contact for the project. This will be the person responsible for coordinating project related activities internally, as well as with the project partners.

APPENDIX B

Budget and Budget Justification

Personnel Costs: Management and science and QC	\$24,300
Personnel Costs: Technician(s)	\$5,000
Fringe Benefits (37%)	\$10,841
Lab/technical supplies and manufacturer calibration	\$6,700
Repairs and Maintenance	\$3,000
Equipment	\$91,200
Other Expenses	\$8,150
Total Direct Costs	\$149,191
Indirect Costs	\$5,799
Total Costs	\$154,990

PERSONNEL

Total: \$29,300

Salary support for Research Assistant Professor and Mendoza who will be leading the data analysis for the project. Also support for postdoctoral researcher Alex Jacques who will be leading the QA/QC of the eBus data for archival. Also support for technicians to assist with instrument maintenance as well as quality control, calibration, validation, archival, and public dissemination of the data obtained.

FRINGE BENEFITS

The fringe benefit rate for full-time faculty/staff is calculated at 37%.

NEW INSTRUMENTATION SYSTEMS

Total: \$91,200

New systems to be installed for PM_{2.5}, O₃, and NO_x on three eBuses.

LAB/TECHNICAL SUPPLIES AND MANUFACTURER CALIBRATION

Total: \$6,700

Miscellaneous cables, tools, filters, hoses, and yearly factory calibration by the respective instrument manufactures.

REPAIRS AND MAINTENANCE

Total: \$3,000

Instrument repairs and maintenance.

OTHER EXPENSES

Total: \$8,150

Modem fees, power inverter, report and manuscript publishing costs.

INDIRECT COSTS

University of Utah indirect costs are calculated at a rate of 10.0% of a Modified Total Direct Cost (MTDC).