

**SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT
EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is between **Sacramento Metropolitan Air Quality Management District (SMAQMD)**, a California local public agency and **El Dorado County Air Quality Management District (El Dorado AQMD)**.

1.0 Recitals

- 1.1 SMAQMD and El Dorado AQMD are part of the Sacramento Ozone Non Attainment Area (SFNA).
- 1.2 The SFNA received a grant under the Congestion Mitigation and Air Quality Improvement (CMAQ) Program. The CMAQ Program requires grant recipients to allocate 11.47% in matching funds against the total CMAQ grant.
- 1.3 Under Health and Safety Code Section 44220 *et.seq* (AB2766), El Dorado AQMD has levied a \$4.00 fee on motor vehicles registered within the El Dorado AQMD.
- 1.4 The monies collected by El Dorado AQMD under section 44220 must be used to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act.
- 1.5 The El Dorado AQMD wishes to provide \$11,920 in Section 44220 fund to SMAQMD to be used as El Dorado AQMD's local match for the CMAQ grant for the regional Spare the Air campaign.
- 1.6 The regional Spare the Air Program has been a central part of the SMAQMD Community Education Program since 1995.
- 1.7 The ongoing elements of the regional Spare the Air Program include daily ozone forecasting from May through October, publication of ozone forecasting through the Internet and traditional media, coordination of a Spare the Air Employer network designed to disseminate ozone information, and extensive public education and outreach.

- 1.8 The Spare the Air Program is updated every year to better serve the region's residents.
- 1.9 SMAQMD Resolution No. 2008-025, dated May 22, 2008, authorizes the SMAQMD APCO to develop and execute MOUs with local governments to accept CMAQ funds for the Spare the Air Program

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, SMAQMD and El Dorado AQMD agree as follows:

2.0 Terms and Conditions

2.1 Purpose of MOU

The purpose of this MOU is to set forth the expectation of El Dorado AQMD and SMAQMD regarding El Dorado AQMD's contribution of **\$11,920** to SMAQMD as local matching funds for the regional Spare the Air Campaign under the CMAQ grant.

2.2 Term of MOU

The term of this MOU will commence **July 1, 2008** and terminate **June 30, 2010**.

2.3 Spare the Air Program

SMAQMD will continue to operate the Spare the Air Program as described in Exhibit A, which is attached hereto and incorporated herein by this reference and SMAQMD will use the funds received from El Dorado AQMD under this MOU for the sole purpose of funding that Program.

2.4 Payment

Upon execution of this MOU, SMAQMD will invoice El Dorado AQMD in the amount of **\$5,960** for each fiscal year **2008/2009** and **2009/2010** in accordance with Exhibit B and El Dorado AQMD will likewise remit payment to SMAQMD in accordance with Exhibit B. The total amount of payment is **\$11,920**.

2.5. Indemnification

- a. SMAQMD will indemnify and defend El Dorado AQMD, its officers, agents and employees from and against all claims, demands, losses, damages, liability, costs, and expenses of whatever nature including court costs and attorney fees, whether for damages or loss of property, injury to or death of person, or economic or consequential loss arising from or related to or claimed or alleged to have arisen from or been related to the negligence of SMAQMD in the performance of its obligations under this MOU.
- b. El Dorado AQMD will indemnify and defend SMAQMD, its officers, agents and employees from and against all claims, demands, losses, damages, liability, costs, and expenses of whatever nature including court costs and attorney fees, whether for damages or loss of property, injury to or death of person, or economic or consequential loss arising from or related to or claimed or alleged to have arisen from or been related to the negligence of El Dorado AQMD in the performance of its obligations under this MOU.

2.6 Termination

Either party may terminate this MOU at any time by providing the other party written notice.

2.7 Communication

All written communications regarding this MOU must be either personally delivered or sent by prepaid, certified first class mail, return receipt requested, addressed as follows:

To El Dorado County AQMD	To SMAQMD
Marcella McTaggart Air Pollution Control Officer El Dorado County AQMD 2850 Fairlane Court, Bldg. C Placerville, CA 95667 Phone (530) 621-5306 Fax (530) 295-2774	Larry Greene, Executive Director/APCO SMAQMD 777 12 th Street, Suite 300 Sacramento, CA 95814 Phone (916) 874-4800 Fax (916) 874-4805

- A. **Change of Address:** Either party may change the address for service by giving 15 days advance written notice to the other party.

- B. **Effective Date:** All notices will be effective upon receipt and will be deemed received (i) upon delivery if personally delivered, (ii) on the 5th day following deposit in the mail, if sent by certified mail, or (iii) upon the date stated in the facsimile delivery confirmation, if sent by facsimile.
- C. **Contract Administrator:** The Contract Administrator for El Dorado AQMD is Marcella McTaggart, APCO.

2.8 **Audit of SMAQMD Records**

With regard to this MOU, SMAQMD will maintain appropriate financial records and El Dorado AQMD may demand access to these financial records to perform an audit. SMAQMD must make these records available to El Dorado AQMD thirty (30) days after receiving a request for the records from El Dorado AQMD. SMAQMD must maintain records for 5 years after the termination of the MOU.

2.9 **Severability**

If any provision of this MOU is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this MOU, and this MOU will be construed and enforced as if the invalid or unenforceable provision had not been included.

2.10 **Statutory Limitations**

This MOU and any payments for compensation and expenses are subject to the provisions and limitations imposed by federal and State law. El Dorado AQMD has no liability for payment of any compensation and expenses that are found to be in contravention of federal or State law. SMAQMD will reimburse El Dorado AQMD for any funds paid by it under this MOU that are later determined to be in contravention of any federal and State law.

2.11 **MOU Manager**

Christina Ragsdale is SMAQMD's named Contract Manager for this MOU. It is the responsibility of the Contract Manager to: 1) verify compliance with the terms and conditions of the MOU, 2) determine that the work has been completed, and 3) submit an invoice to El Dorado AQMD.

2.12 **Authority to Bind:** The persons signing on behalf of the parties to this MOU warrant that they have the legal authority to execute this MOU.

Executed by:

Sacramento Metropolitan Air Quality Management District

El Dorado County Air Quality Management District



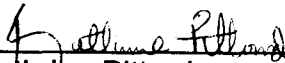
Larry Greene
Air Pollution Control Officer

Rusty Dupray, Chair
Board of Directors

Date: 8/18/08

Date: _____

Reviewed by:



Kathrine Pittard
District Counsel



Marcella McTaggart
Air Pollution Control Officer

Date: 8-19-08

Reviewed by:

Michael Ciccozzi
District Counsel

Exhibit A
Scope of Services

Spare The Air is a regional driving curtailment and health notification program, which operates in the Sacramento federal ozone non-attainment area during the summer smog season, May through October. The regional Spare The Air program is coordinated by SMAQMD and supported by the air districts of the Sacramento region in fulfillment of their State Implementation Plan (SIP) commitment.

Spare The Air is updated every year to better serve the region's residents but the basic program elements include:

1. Daily ozone forecasting by SMAQMD's contractor, Sonoma Technology, Inc., in consultation with staff, from May through October.
2. Creation of hourly ozone mappings (ozone movies) and posting of the maps on the Internet and TV 24 hours a day, from May to October.
3. Serve and expand a network representing more than 900 community organizations and employers who distribute information and who agree to notify their employees of Spare The Air advisories and alternatives to driving alone.
4. Release of Spare The Air advisories via TV, radio, fax, and e-mail whenever unhealthy air is predicted.
5. Publication and distribution of materials to support the Spare The Air campaign's message.
6. Extensive community outreach and media contacts.
7. Measurement and analysis of program effectiveness.

**Exhibit B
Compensation**

SMAQMD will invoice the EI Dorado AQMD on or about November of 2008 and 2009 following completion of each year's Spare the Air Season. The invoice will provide a description of work performed and tasks completed during each year.

EI Dorado AQMD will remit payment in the amount of **\$11,920** to SMAQMD in two payments. The first payment in the amount of \$5,960 to be paid after July 1, 2008 and the second payment in the amount of \$5,960 to be paid after July 1, 2009.

EI Dorado AQMD will remit payment within forty-five days of receipt of invoice.

The money received will be used to assist the SMAQMD in its Spare the Air Program. All unused EI Dorado AQMD funds shall be returned to EI Dorado AQMD within ninety (90) days of the termination of this MOU.

Fiscal Year	Amount
2008/2009	\$5,960
2009/2010	\$5,960
Total Amount of Contract	\$11,920