

**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 County AQMD)**.

1.0 Recitals

- 1.1 SMAQMD and El Dorado County AQMD are part of the Sacramento Federal Ozone Nonattainment 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 County AQMD has levied a \$4.00 fee on motor vehicles registered within the El Dorado County AQMD.
- 1.4 The monies collected by El Dorado County AQMD under section 44220 are 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 County AQMD wishes to annually provide \$5,227.74 in Section 44220 funds to SMAQMD to be used as El Dorado County AQMD's local match covering the CMAQ grant each year for the 2019, 2020, and 2021 regional Spare The Air Program.
- 1.6 The regional Spare The Air Program has been a central part of the SMAQMD Community Outreach 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 forecast through www.SpareTheAir.com, the Air Alert email notification system, and traditional media; coordination of a Spare The Air Partner network designed to disseminate air quality information; and extensive public education and outreach.
- 1.8 The Spare The Air Program is updated each year to effectively serve the region's residents.
- 1.9 SMAQMD Resolution No. 2014-022, dated September 25, 2014, authorizes the APCO to accept funds from other entities, if the funds will be used to further the mission of SMAQMD.

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, SMAQMD and El Dorado County 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 County AQMD and SMAQMD regarding El Dorado County AQMD's annual contribution of \$5,227.74 to SMAQMD as local matching funds for the 2019, 2020, and 2021 regional Spare The Air Program covering the CMAQ grant each year.

2.2 Term of MOU

The term of this MOU will commence upon execution of this MOU by all parties and terminates **June 30, 2021**.

2.3 Spare The Air Program

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

2.4 Payment

The California Census for the non-attainment areas is used to calculate the percentage of El Dorado County AQMD's local match requirement. The total amount El Dorado County AQMD will provide is **\$15,683.22** during the 3-year term. SMAQMD will invoice El Dorado County AQMD in October of 2018, 2019, and 2020 in the amount of **\$5,227.74** and El Dorado County AQMD will likewise remit payment to SMAQMD by the end of **December** the same year.

2.5 Indemnification

- a. SMAQMD will indemnify and defend El Dorado County 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 or intentional misconduct of SMAQMD in the performance of its obligations under this MOU.
- b. El Dorado County 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 or intentional misconduct of El Dorado County 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 **Alteration**

No alteration or variation of the terms of this MOU is valid unless made in writing and signed by both parties.

2.8 **Waiver of MOU Provisions**

Waiver by either of any default, breach or condition precedent will not be construed as waiver of any other default, breach or condition precedent or right under this 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 such provision had not been included.

2.10 **Audit of SMAQMD Records**

With regard to this MOU, SMAQMD will maintain appropriate financial records and El Dorado County AQMD may demand access to these financial records to perform an audit. SMAQMD must make these records available to El Dorado County AQMD thirty (30) days after receiving a request for the records from El Dorado County AQMD. SMAQMD must maintain records as they become available, for a minimum of 5 years subsequent to each fiscal year or upon termination of this MOU.

2.11 **Statutory Limitations**

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

2.12 **Communications**

Any communication between the parties that is required under the provisions of this MOU must be in writing, and be either: (i) personally delivered, (ii) sent by prepaid, certified first class mail, return receipt requested, or (iii) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Communications must be addressed to the parties as follows:

| To El Dorado County AQMD | To SMAQMD |
|---|---|
| Dave Johnston Air Pollution Control Officer El Dorado County AQMD 330 Fair Lane Placerville, CA 95667 Phone (530) 621-7578 Fax (530) 295-2774 Email: Dave.johnston@edcgov.us | Jamie Arno Program Supervisor SMAQMD 777 12 th Street, Suite 300 Sacramento, CA 95814 Phone (916) 874-4812 Fax (916) 874-4805 Email: JArno@airquality.org |

- A. **Change of Mailing or Email Addresses, and/or Facsimile Number:**
Either party may change the mailing and/or email addresses and/or facsimile number 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 and/or email delivery confirmation, if sent by facsimile or email.

2.13 **MOU Manager**

The Communications Office Program Supervisor 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 County AQMD. The APCO may designate a new Contract Manager.

2.14 **Contract Administrator**

The El Dorado County AQMD officer or employee with responsibility for administration of this MOU is Dave Johnston, Air Pollution Control Officer, or successor.

2.15 **Successors**

This MOU will bind the successors of SMAQMD and El Dorado County AQMD in the same manner as if they were expressly named.

2.16 **Entire Agreement**

This MOU constitutes the entire understanding between SMAQMD and El Dorado County AQMD in the same manner as if they were expressly named.

2.17 **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**

Alberto Ayala, Ph.D., M.S.E.
Executive Director/APCO

Dave Johnston
Air Pollution Control Officer

Date: _____

Date: _____

Reviewed by:

Kathrine Pittard
District Counsel

Exhibit A Scope of Services

The Spare The Air program is an ongoing, regional, seasonal public outreach program that asks motorists to reduce driving on forecasted high-ozone days. The program provides air pollution forecasts, advisories, and real-time air quality data so residents of the Sacramento region can protect the health of themselves and their loved ones. It has been approved as a Transportation Control Measure (TCM) in the State Implementation Plan (SIP). SMAQMD's Communications Office operates the Spare The Air program on behalf of the Air Districts of the Sacramento region, including El Dorado County Air Quality Management District, Feather River Air Quality Management District, Placer County Air Pollution Control District, and the Yolo-Solano Air Quality Management District.

Major Objective:

This program seeks to reduce vehicle activity through voluntary reduction of vehicle miles traveled (VMT), number of trips, or both.

Project Location:

The regional Spare The Air program is operated in the Sacramento Federal Nonattainment Area (SFNA), which includes all of Sacramento and Yolo Counties, the eastern portion of Solano County, the southern portion of Sutter County and the western portions of Placer and El Dorado Counties up to the Sierra crest.

Project Components:

- Regional ozone forecasting/reporting
- Regional ozone mapping
- Regional Spare The Air website – www.SpareTheAir.com
- Regional Air Alert email notification program
- Sacramento Region Air Quality app
- Advertising production, planning and placement
- Employer and community outreach program
- Collaboration with transit agencies, businesses and other community partners
- Special promotions and community events
- Social media (Twitter, Facebook, Instagram)
- Survey research

Target Population:

The program targets the entire population of the SFNA, especially drivers and those with respiratory illnesses.