

**SACRAMENTO METROPOLITAN 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)**, a California local public agency.

1.0 Recitals

- 1.1 Health and Safety Code Section 41014 authorizes SMAQMD to conduct public education, marketing, demonstration, monitoring, research and evaluation programs and projects respecting transportation emission control measures.
- 1.2 The Spare The Air program is an ongoing, regional public outreach program that asks motorists to reduce driving on forecasted high-ozone days.
- 1.3 The ongoing elements of the Spare The Air program include regional ozone forecasting, ozone mapping and reporting; operation of the regional website, www.SpareTheAir.com, and the Air Alert email notification system; production and placement of paid television, radio and print advertisements; outreach to over 2,200 business and community partners; extensive public education and outreach throughout the Sacramento region.
- 1.4 SMAQMD's Communications Office operates the Spare The Air program on behalf of the Air Districts of the Sacramento region, including El Dorado AQMD, Feather River AQMD, Placer County APCD, and the Yolo-Solano AQMD.
- 1.5 El Dorado AQMD wishes to provide \$7,000 to SMAQMD in support of the regional Spare The Air program.
- 1.6 Under Resolution No. 2012-028, dated October 25, 2012, the SMAQMD Board of Directors authorized the Air Pollution Control Officer (APCO), in consultation with the District Counsel, to enter into a MOU with El Dorado AQMD to accept \$7,000 in support of 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 **\$7,000** to SMAQMD in support of the regional Spare The Air program as described in Exhibit A, Scope of Services.

2.2 Term of MOU

The term of this MOU will commence upon full execution and terminate **October 31, 2013**.

2.3 Payment

Upon execution of this MOU, SMAQMD will invoice El Dorado AQMD in the amount of **\$7,000** and El Dorado AQMD will likewise remit payment to SMAQMD. The total amount of payment is **\$7,000**.

2.4 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 to help fund the Spare The Air program.

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 Successors

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

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 Termination

Either party may terminate this MOU without cause upon thirty (30) days written notice serviced upon the other party.

2.9 Waiver of MOU Provisions

Waiver by either party 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.

2.10 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.

2.11 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.

2.12 Communication

Any communication between 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) 621-7501 Fax (530) 295-2774	Larry Greene Executive Director/APCO SMAQMD 777 12 th Street, 3 rd Floor 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.

2.13 **Contract 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, and 2) ensure that the funding is received. The APCO may redesignate a new Contract Manager. The El Dorado County Officer or employee with responsibility for administering this agreement is Dave Johnston or successor.

2.14 **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
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.

Project Components:

- Regional ozone forecasting/reporting
- Regional ozone mapping
- Regional Spare The Air website – www.SpareTheAir.com
- Regional Air Alert email notification program
- Paid broadcast, print and other media
- Employer and community outreach program
- Collaboration with transit agencies, business and TMAs
- Special promotions and community events

Target Population:

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