

**EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT
AMADOR COUNTY AIR POLLUTION CONTROL DISTRICT
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made between the El Dorado County Air Quality Management District (“EDCAQMD”), and the Amador County Air Pollution Control District (“ACAPCD”).

1.0 Recitals

- 1.1 The State Woodstove Reduction Incentive Program (“RIP”) is part of a statewide program that puts cap-and-trade dollars to work strengthening rural area economies, improving public health and the environment, and reducing fire risk;
- 1.2 The California Air Resources Board (“CARB”) developed Program Guidelines for the implementation of the Woodsmoke Reduction Program (“Program”);
- 1.3 In accordance with the amended MOU between the California Air Pollution Control Officers Association (“CAPCOA”) and EDCAQMD, EDCAQMD will receive the funding allocated to ACAPCD to assist ACAPCD with replacement projects in Amador County and to fund projects in El Dorado County;
- 1.4 Incentive funding is available on a first-come, first served basis, and the Program will continue until the allocated funds are depleted;

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, the EDCAQMD and the ACAPCD agree as follows:

2.0 Terms and Conditions

2.1 Purpose of MOU

The purpose of this MOU is for EDCAQMD to accept funds on behalf of the ACAPCD in support of the State Woodstove Reduction Incentive Program.

2.2 Term of Contract

The term of this MOU will commence upon execution by all parties and terminate on January 31, 2020, or earlier upon mutual agreement between EDCAQMD and ACAPCD.

2.3 Scope of Work

EDCAQMD will administer the State Woodstove Reduction Incentive Program for ACAPCD as detailed in Exhibit A, including, but not limited to the following:

- Enter into agreements with appropriately licensed installers in Amador County.
- Advertise the program in newspapers, direct mailers, etc. to residents in areas of Amador County determined to be in areas of greatest need.

- Process all paperwork required by CARB for the Program.
- Process claims for payment to applicants with the El Dorado Auditor/Controller.
- Account for costs incurred and EDCAQMD staff time spent performing work under this MOU and reimburse itself from the funds covered by this MOU.

ACAPCD will assist with program administration as detailed in Exhibit A, including, but not limited to the following:

- Perform pre-inspections at residences in Amador County.

2.4 **Funding**

Funding is provided by Senate Bill 1613 from CARB through CAPCOA, and has been allocated to ACAPCD. ACAPCD and EDCAQMD agree to allow EDCAQMD to receive the funding allocated to ACAPCD in performance of this MOU. The initial allocation to ACAPCD is estimated to be \$100,000, which will be expended as detailed in Exhibit B. Additional future allocation to ACAPCD will be expended in the same method as represented in Exhibit B, should ACAPCD and EDCAQMD agree to continue the performance of this MOU with any future allocations.

2.5 **Final Report**

EDCAQMD will provide ACAPCD with electronic copies of the quarterly and closeout reports submitted to CAPCOA.

2.6 **Indemnification**

- a. EDCAQMD will indemnify and defend ACAPCD, its officers, agents and employees from and against all claims, demands, losses, damages, liability, costs, and expenses of whatever nature including court costs and Counsel fees, accruing or resulting to any person, firm, or corporation who may be injured by the intentional acts or negligence of El Dorado AQMD in the performance of its obligations under this MOU.
- b. ACAPCD 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 Counsel fees, accruing or resulting to any person, firm, or corporation who may be injured by the intentional acts or negligence of ACAPCD in the performance of its obligations under this MOU.

2.7 **Alteration**

No alteration or variation of the terms of this MOU will be 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 served upon the other party. Any unspent funds will be returned to ACAPCD less EDCAQMD's share of costs incurred as of the date of the notice.

2.9 **Notices**

Any notice, demand, request, consent, or approval that either party hereto may be or is required to give the other, must be in writing, and be either personally delivered or sent by prepaid, certified first class mail, return receipt requested, addressed as follows:

To EL DORADO AQMD	To ACAPCD
Dave Johnston, Air Pollution Control Officer El Dorado County AQMD 345 Fair Lane, Building T1 Placerville, CA 95667 Phone (530) 621-7501 Fax (530) 295-2774	Jim McHargue, Air Pollution Control Officer Amador County APCD 810 Court Street Jackson, CA 95642 Phone (209) 257-0112 Fax (209) 257-0116

- A. **Change of Address:** Either party may change the address for service by giving 30 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.

2.10 **Audit of El Dorado AQMD Records**

With regard to this MOU, EDCAQMD will maintain appropriate financial records relating to this MOU, and ACAPCD may demand access to these financial records to perform an audit of any work performed under this MOU. EDCAQMD must make these records available to ACAPCD thirty (30) days after receiving a written request for the records from ACAPCD, and EDCAQMD will retain the records until December 31, 2022.

2.11 **Timely Performance**

The parties agree to work together in good faith to timely carry out their obligations under this MOU.

2.12 **Successors and Waivers**

This MOU binds the successors of EDCAQMD and ACAPCD in the same manner as if they were expressly named. 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 any other right hereunder.

2.13 **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.

2.14 **Statutory Limitations**

This MOU and any payments for compensation and expenses are subject to the provisions and limitations imposed by federal and State law. ACAPCD has no liability for payment of any compensation and expenses that are found to be in contravention of federal or State law provided that the payment was not made because of ACAPCD's intentional acts or negligence. EDCAQMD will reimburse ACAPCD for any funds paid by it under this MOU that are later determined to be in contravention of any federal and State law provided that the payment was not made because of ACAPCD's intentional acts or negligence.

2.15 **Contract Administrator:** Dave Johnston is the named Contract Administrator for this MOU. It is the responsibility of the Contract Administrator to: 1) verify compliance with the terms and conditions of the MOU, 2) determine that the work has been completed, 3) ensure that funding is available to pay approved invoices, and 4) approve all invoices under the MOU.

2.16 **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:

El Dorado County Air Quality
Management District

Amador County Air Pollution
Control District

By _____
Dave Johnston
Air Pollution Control Officer
"EDC AQMD"

By _____
Jim McHargue
Air Pollution Control Officer
"ACAPCD"

Approved as to form

By _____
Breann Moebius
County Counsel
El Dorado County

EXHIBIT A

El Dorado County AQMD shall:

- Develop and enter into agreements with woodstove installers licensed to perform work in Amador County to ensure old woodstoves are rendered inoperable and instruct residents on proper operation of new woodstove.
- Perform outreach for the Program, utilizing newspapers, direct mailers, door hangers, social media, etc. in Amador County.
- Process all paperwork for the Program, including applications, payment claims, and any tracking documents required by the Program.
- Submit payment claims to the El Dorado County Auditor/Controller, approving grant reimbursements to the recipients of grant funding through the Program.
- Expend 50% of the total amount of project funding allocated to ACAPCD on incentives and project costs (as defined by CARB) directly related to Amador County residents participating in the Program.
- In the event EDCAQMD does not utilize 50% of project funding for woodstove installations in El Dorado County by July 1, 2019, expend any remaining project funds on additional woodstove installations in Amador County.
- Utilize Amador County-based woodstove retailer and/or installers for all installations in Amador County.
- Provide ACAPCD with electronic copies of the quarterly and closeout reports submitted to CAPCOA.
- Reimburse ACAPCD for accrued project costs and staff time directly associated with Amador County projects from ACAPCD's portion of program funds within 90 days of receipt of completed claim and backup materials necessary to document reimbursement eligibility.
- Account for costs incurred and EDCAQMD staff time spent performing work under this MOU and reimburse itself from the funds covered by this MOU.

Amador County Air Pollution Control District shall:

- Perform pre-inspections for grantees of the Program residing in Amador County, travelling to the grantees' residences to verify the non-EPA certified status of the existing woodstove as required by the Program. ACAPCD may utilize a qualified expert woodstove installer to perform pre-inspections on behalf of ACAPCD. Upon verification of non-EPA certified status of the existing woodstove, ACAPCD staff shall:
 - Sign the application as being approved for the Program, and have the grantee sign the application.
 - Photograph the stove as currently installed on the hearth, the inside of the stove, the back of the stove, as well as photograph the signed application form.
 - Leave the signed application form with the grantee in order to submit it with the required documents upon completion of installation of the new device.
 - Email the photos to Adam Baughman at EDC AQMD upon returning to the office.
- Invoice EDCAQMD on a quarterly basis for expenses and staff time classified as direct project costs, providing backup materials necessary to document reimbursement eligibility.

**EXHIBIT B
BUDGET**

Expenditures	Amador County Allocated Funds	Total by Category	Percentage by Category
Woodstove Incentives for Amador Residents	\$ 43,000	\$ 45,000	45%
Amador APCD staff inspection costs (40hr @ \$50/hr)*	\$ 2,000		
Woodstove Incentives for EDC Residents	\$ 45,000	\$ 45,000	45%
Administrative Costs			
<i>EDC AQMD Reporting staff costs</i>	\$ 1,600	\$ 10,000	10%
<i>EDC AQMD Contracting staff costs</i>	\$ 2,800		
<i>EDC County Counsel / Risk Mgmt costs</i>	\$ 1,100		
<i>Advertising Costs - Amador County Publications</i>	\$ 4,000		
<i>Administrative Costs - CAPCOA</i>	\$ 500		
Total	\$ 100,000	\$ 100,000	100%

The distribution of expenses between staff and tasks are estimates only. This spreadsheet represents the composition of the MOU. In the performance of the scope of services to be provided in accordance with this budget, either party to the MOU may request to reallocate the expenses listed herein among personnel and among the various tasks identified herein, subject to mutual written agreement between the parties to the MOU. If additional funding is allocated to the Placer County APCD in the future, and both parties to the MOU agree to continue the performance of the services defined in the MOU, the additional funding will be distributed in the same method as represented in this budget.

**staff costs to be billed quarterly by Amador County APCD to El Dorado County AQMD.*