

**EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM TRANSMITTAL
Meeting of October 3, 2006**

AGENDA TITLE: Request to Approve Memorandum of Understanding No. E2006015 between Sacramento Metropolitan Air Quality Management District and El Dorado County Air Quality Management District

DEPARTMENT: Environmental Mgmt/AOMD	DEPT SIGNOFF: <i>Gerri Silva</i>	CAO USE ONLY:
CONTACT: Gerri Silva/ Marcella McTaggart	<i>[Signature]</i>	<i>[Signature]</i> 10/4/06
DATE: 9-19-06 PHONE: 6653/5306		

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The El Dorado Air Quality Management District (EDCAQMD) is recommending the Board: Authorize the Chair and the Air Pollution Control Officer to sign the Memorandum of Understanding (MOU) between Sacramento Metropolitan Air Quality Management District (SMAQMD) and EDCAQMD to provide local match in the amount of \$18,601 for the Congestion Mitigation and Air Quality Improvement (CMAQ) grant for the regional Spare the Air campaign. (Non-General Fund).

CAO RECOMMENDATIONS: *Recommend approval. Laura J. Gill*
10/4/06

Financial impact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Funding Source: <input type="checkbox"/> Gen Fund <input checked="" type="checkbox"/> Other
BUDGET SUMMARY:	Other: Special Revenue Funds
Total Est. Cost \$18,601	CAO Office Use Only:
Funding	4/5's Vote Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Budgeted <u> </u> FY 06/07-\$8,029 FY 07/08-\$10,572	Change in Policy <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
New Funding <u> </u>	New Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Savings <u> </u>	CONCURRENCES:
Other <u> </u>	Risk Management <input checked="" type="checkbox"/>
Total Funding \$18,601	County Counsel <input checked="" type="checkbox"/>
Change in Net County Cost	Other <input type="checkbox"/>

***Explain** Funding for the Agreement is available in the FY 2006-07 AQMD budget.

BOARD ACTIONS:

Vote: Unanimous _____ Or _____

Ayes: _____

Noes: _____

Abstentions: _____

Absent: _____

Rev. 04/05

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____

RECEIVED
 BOARD OF SUPERVISORS
 2006 OCT -4 PM 4:33

47



COUNTY OF EL DORADO

ENVIRONMENTAL MANAGEMENT DEPARTMENT

September 19, 2006

El Dorado County
Air Quality Management District Board of Directors
330 Fair Lane
Placerville, CA 95667

Subject: Request to Approve Memorandum of Understanding No. E2006015 between Sacramento Metropolitan Air Quality Management District and El Dorado County Air Quality Management District

*Environmental
Health Division*

*Air Quality
Management
District*

*Solid Waste &
Hazardous
Materials
Divisions*

Vector Control



**PLACERVILLE
OFFICE**
2850 Fairlane Ct.
Building C
Placerville, CA 95667

Ph. 530.621.5300
Fax. 530.642.1531
Fax. 530.626.7130

**SOUTH LAKE
TAHOE OFFICE**
3368 Lake Tahoe Blvd.
Ste 303
South Lake Tahoe, CA
96150

Ph. 530.573.3450
Fax. 530.542.3364

Honorable Board Members:

□ **RECOMMENDATION:**

The El Dorado Air Quality Management District (EDCAQMD) is recommending the Board: Authorize the Chair and the Air Pollution Control Officer to sign the Memorandum of Understanding (MOU) between Sacramento Metropolitan Air Quality Management District (SMAQMD) and EDCAQMD to provide local match in the amount of \$18,601 for the Congestion Mitigation and Air Quality Improvement (CMAQ) grant for the regional Spare the Air campaign. (Non-General Fund).

□ **BACKGROUND:**

The Sacramento Region is currently designated as a serious federal ozone non-attainment area under the Clean Air Act (CAA), and is required to develop a State Implementation Plan (SIP) that ensures that the region meets the 8-hour National Ambient Air Quality Standard (NAAQS) for ozone by June 15, 2013. The Spare the Air Program is a regional driving curtailment and health notification program, which operates in the Sacramento ozone non-attainment area during the summer smog season, May through October. The regional Spare the Air Program is coordinated by the SMAQMD and is required to be supported by the air districts of the Sacramento Region in fulfillment of their SIP commitment.

□ **REASONS FOR RECOMMENDATION:**

Under this MOU the EDCAQMD will contribute \$8,029 and \$10,572 as local match amounts to support the 2006 and 2007 Spare the Air Campaign programs, respectively.

The Memorandum of Understanding has been approved by County Counsel.

FISCAL IMPACT:

\$8,029 in the FY 2006-07 Budget and \$10,572 in the proposed FY 2007-08 Budget.

NET COUNTY COST:

None

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Authorize the Air Pollution Control Officer to sign the attached MOU.

Respectfully,



Gerri Silva, M.S., REHS
Environmental Management Interim Director

Respectfully,



Marcella McTaggart
Air Pollution Control Officer

Attachment 1: MOU No. E20006015 between SMAQMD and EDCAQMD.

CONTRACT ROUTING SHEET

Date Prepared: 08/14/2006

Need Date: _____

PROCESSING DEPARTMENT:

CONTRACTOR:

Department: AQMD-Environmental Mgmt

Name: Sac Metro

Dept. Contact: Linda Milligin/Marcella McTaggart

Address: 777 12th Street - Suite 300

Phone #: 6668/5306

Sacramento, CA 95814

Department Head Signature: *Yeei Silva*

Phone: _____

CONTRACTING DEPARTMENT: AQMD-Environmental Management-CHARGE TO 422100

Service Requested: Review of draft MOU w/SMAQMD for Spare the Air CMAQ funding - local match

Contract Term: 2008 Contract/Amendment Value: \$18,601.00

Compliance with Human Resources requirements? Yes: No:

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 8/16/04 By: *[Signature]*

Approved: Disapproved: Date: 9/12/06 By: *[Signature]*

Conditional - see attached memo.

Change made by EDCAA MT

AUG 16 2008

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 8-18-06 By: *[Signature]*

Approved: Disapproved: Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: Disapproved: Date: _____ By: _____

*DATE: 9/12/2006
BY: 400
INDEX # 1122125*

*Approved
Bellevue*


EL DORADO COUNTY COUNSEL
AUG 15 PM 3:00
H

ASSIGNMENT
8-15-06
ATTORNEY
INDEX NO. 422100



**OFFICE OF COUNTY COUNSEL
INTER-DEPARTMENT MEMORANDUM**

TO: Linda Milligan/Marcella McTaggart
Environmental Management/AQMD

FROM: Michael J. Ciccozzi 
Deputy County Counsel

RE: SMAQMD MOU No. E2006015

DATE: 8/16/2006

Your office has requested a review of the Draft MOU between El Dorado county Air Quality management District (EDCAQMD) and Sacramento Metropolitan Air Quality Management District (SMAQMD). Following are my comments on the Draft MOU:

1. Paragraph 1.1 refers to Health and Safety Code section 4220. That section does not exist. I believe it should be Health and Safety Code section 44220. I would also check the amount of the fee on motor vehicles. I thought earlier this year we increased it to \$6.00.
2. Paragraph 1.3 we should change "July 2007" to "July 1, 2007" and change "local match" to "EDCAQMD's local match".
3. Paragraph 1.9 – we should change "Air Pollution Control Officer" to SMAQMD's Air Pollution Control Officer".
4. Paragraph 2.1 should be deleted and the following inserted in its place:
"The purpose of this MOU is to set forth the duties and obligations of EDCAQMD and SAMQMD in regards to EDCAQMD's contribution of \$18,601.00 to SMAQMD as local matching funds for the Regional Spare the Air Campaign under the Congestion Mitigation and Air Quality Improvement Grant."

5. Paragraph 2.5.a. should be deleted and replaced with the following:
“SMAQMD will indemnify and defend EDCAQMD, 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, whether for damages to 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.”

Although not our standard indemnity language, the County has accepted similar mutual indemnity language when dealing with another public agency. The Board of Supervisors should be apprised of the non-standard indemnity language.

If SMAQMD wants paragraph 2.5.b amended to mirror the above language that would be acceptable as it would create a more balanced mutual indemnity.

6. Paragraph 2.8.C. should be added. It should Read:
“**Contract Administrator:** The Contract administrator for EDCAQMD shall be Marcella McTaggart, APCO.”

With these additions and changes, I can approve the MOU.

If you have any questions please feel free to call.

Mjc
AQMD-SMAQMD MOU memo

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

This Memorandum of Understanding (MOU) entered into between the Sacramento Metropolitan Air Quality Management District, a public agency of the State of California (SMAQMD) and El Dorado County Air Quality Management District, (ED AQMD), a subdivision of the State of California.

1.0 Recitals

- 1.1 Under AB 2766, (Health and Safety Code Section 44220 *et.seq.*), ED AQMD has levied a \$4.00 fee on motor vehicles registered within the ED AQMD.
- 1.2 Per AB 2766, the monies collected under these levies must be used to reduce air pollution from motor vehicles and for related planning, education, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act.
- 1.3 The ED AQMD wishes to provide funds to the SMAQMD in the amount of \$ **18,601.00**; the first payment to be paid after July 1, 2006 in the amount of \$8,029 and the second payment in the amount of \$10,572 to be paid after July 1, 2007. Both payments will be used as ED AQMD's local match for the Congestion Mitigation and Air Quality Improvement (CMAQ) grant for the regional Spare the Air campaign.
- 1.4 The regional Spare the Air Program has been a central part of the SMAQMD Community Education Program since 1995.
- 1.5 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.

- 1.6 The Spare the Air Program is updated every year to better serve the region's residents.
- 1.7 The SMAQMD, the ED AQMD and other participating air districts wish to continue the ongoing cooperative regional Spare the Air campaign based upon a regional ozone forecast.
- 1.8 On September 1, 2005, the El Dorado Transportation Commission (EDTC) approved El Dorado County's use of DMV dollars to be used as local match commitment for Spare the Air in 2006. On February 2, 2006, EDTC approved the use of DMV dollars for local match commitments for 2007.
- 1.9 SMAQMD Resolution No. 2001-056 authorizes the SMAQMD Air Pollution Control Officer (APCO) to accept funds from other entities in support of the SMAQMD's mission.

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

2.0 Terms and Conditions

2.1 Purpose of MOU

The purpose of this MOU is to set forth the duties and obligations of ED AQMD and SMAQMD in regards to ED AQMD's contribution of \$18,601 to SMAQMD as local matching funds for the Regional Spare the Air Campaign under the CMAQ grant.

2.2 Term of Contract

The term of this MOU will commence upon execution by all parties and terminate June 30, 2008.

2.3 Scope of Work

SMAQMD will provide services of the description and scope specified in Exhibit A which is attached hereto and incorporated herein by this reference.

2.4 Payment

SMAQMD will invoice ED AQMD in the amount of \$8,029 for fiscal year 2006/07 and \$10,572 for fiscal year 2007/08. All unused ED AQMD funds shall be returned to ED AQMD.

2.5. **Indemnification**

- a. SMAQMD will indemnify and defend ED 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, 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. ED 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 Counsel 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 ED AQMD in the performance of its obligations under this MOU.

2.6. **Alteration**

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

2.7. **Termination**

- A. 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 ED AQMD less ED AQMD's proportionate share of costs incurred as of the date of the notice.
- B. ED AQMD may terminate this MOU upon five (5) days written notice served upon the SMAQMD if SMAQMD fails to perform any of the covenants contained in this MOU in the time and manner specified.
- C. ED AQMD may terminate or amend this MOU immediately upon written notice served upon SMAQMD if ED AQMD is advised that funds are not available from external sources for this MOU.

2.8. **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 Yolo Solano	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 ED AQMD is Marcella McTaggart, APCO.

2.9 **Audit of SMAQMD Records**

With regard to this MOU, SMAQMD will maintain appropriate financial records, and ED AQMD may demand access to these financial records to perform an audit. SMAQMD must make these records available to ED AQMD thirty (30) days after receiving a request for the records from ED AQMD, and SMAQMD will retain the records until December 31, 2010.

2.10 **Time**

Time is of the essence in each and all of the provisions of this MOU.

2.11 **Successors and Waivers**

This MOU binds the successors of SMAQMD and ED AQMD 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.

2.12 **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.

2.13 **Statutory Limitations**

This MOU and any payments for compensation and expenses are subject to the provisions and limitations imposed by federal and State law. ED 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 ED AQMD for any funds paid by it under this MOU that are later determined to be in contravention of any federal and State law.

2.14: **Contract Manager**


Susan Engstrom 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 contract, 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.

2.14 **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

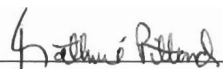


Larry Greene
Executive Officer
Air Pollution Control Officer

By _____
Chairperson of the Board

Reviewed by:

By _____
Marcella McTaggart
Air Pollution Control Officer



Kathrine Pittard
District Counsel

By 

Michael J. Ciccozzi
Deputy County Counsel

Exhibit A
Scope of Services

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

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

1. Daily ozone forecasting by SMAQMD's staff from May through October.
2. Creation of hourly ozone mappings (ozone movies) and posting of the maps on the Internet and TV from 8:00 a.m. to 10:00 p.m., from May to October.
3. Serve and expand a network representing more than 275 major employers who agree to notify their employees of Spare the Air Program advisories and alternatives to driving alone.
4. Release of Spare the Air Program 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 Program campaign's message.
6. Extensive community outreach and media contacts.
7. Measurement and analysis of program effectiveness.

Exhibit B
Compensation

ED AQMD will remit payment to the SMAQMD in two payments. The first payment in the amount of \$8,029 to be paid after July 1, 2006 and the second payment in the amount of \$10,572 to be paid after July 1, 2007.

SMAQMD will invoice the ED AQMD on or about November of 2006 and November of 2007 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.

ED 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 ED AQMD funds shall be returned to ED AQMD within ninety (90) days of the termination of this MOU.

Fiscal Year	Amount
2006/2007	\$8,029
2007/2008	\$10,572
Total Amount of Contract	\$18,601