

**FIRST AMENDMENT  
TO MEMORANDUM OF UNDERSTANDING NO. 2021-00000024 - EDCAQMD Contract 5648**

This **FIRST** Amendment to Memorandum of Understanding No. 2021-00000024 (MOU) is entered into between the Sacramento Metropolitan Air Quality Management District (Sac Metro Air District), a California local public agency, and **El Dorado Air Quality Management District** (El Dorado AQMD).

**1.0 Recitals**

- 1.1 Sac Metro Air District and El Dorado AQMD are part of the Sacramento Federal Ozone Nonattainment Area (SFNA). The SFNA received a grant under the Congestion Mitigation and Air Quality Improvement Program (CMAQ program). The CMAQ program requires grant recipients to allocate 11.47% in matching funds against the total CMAQ grant.
- 1.2 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. 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.
- 1.3 On July 1, 2021, Sac Metro Air District and El Dorado AQMD entered into MOU No. 2021-00000024 establishing the amount of \$5,227.74 that El Dorado AQMD will provide in Section 44220 funds to Sac Metro Air District to be used as El Dorado AQMD's local match covering each annual CMAQ grant for the 2022, 2023 and 2024 regional Spare The Air program.
- 1.4 This amendment will extend the term of the MOU by five years to include the local match funding that El Dorado AQMD will provide to Sac Metro Air District covering each annual CMAQ grant for the 2025, 2026, 2027, 2028 and 2029 regional Spare The Air program.
- 1.5 Under the Sac Metro Air District's Financial Management Policies, the Air Pollution Control Officer (APCO) may accept funds from local, state or federal agencies, nongovernmental sources, or any other entity as long as the funds will be used to further the mission of the Sac Metro Air District and, where applicable, the use of the funds complies with any terms, conditions or guidelines imposed by the funding source.
- 1.6 El Dorado AQMD and Sac Metro Air District now wish to amend MOU No. 2021-00000024.

**2.0 Terms and Conditions**

The parties agree to the terms and conditions listed below:

- 2.1 **Term**  
The current termination date is June 30, 2024. The MOU is amended to terminate on **June 30, 2029**.
- 2.2 **Section 2.1 Purpose of MOU**  
The MOU is amended to include local matching funds for CMAQ grant years 2025, 2026, 2027, 2028 and 2029. Section 2.1, Purpose of MOU of the original MOU is amended to read as set forth below.

**Replacement Language:**

The purpose of this MOU is to set forth the expectation of El Dorado AQMD and Sac Metro Air District regarding El Dorado AQMD's annual contribution of **\$5,227.74** to Sac Metro Air District as local matching funds for the 2022-2029 regional Spare The Air program covering the CMAQ grant each year.

2.3 **Section 2.4 Payment**

The amount of the MOU increased by \$26,138.70 for a new total amount of \$41,821.92 for the eight-year term. Section 2.4, Payment of the original MOU is amended to read as set forth below.

**Replacement Language:**

The California Census for the non-attainment area is used to calculate the percentage of El Dorado AQMD's local match requirement. The total amount El Dorado AQMD will provide is **\$41,821.92** during the eight-year term. Sac Metro Air District will invoice El Dorado AQMD in October of each year (years 2021-2028) in the amount of **\$5,227.74** and El Dorado AQMD will likewise remit payment to Sac Metro Air District by the end of **December** the same year.

2.4 **Reaffirmation**

In all other respects, this MOU, as amended, remains in full force and effect.

2.5 **Entire Agreement**

This MOU, as amended, and any attachments hereto, constitutes the entire understanding between Sac Metro Air District and El Dorado AQMD concerning the subject matter contained herein.

2.6 **Authority to Bind**

The persons signing on behalf of the parties to this MOU warrant that they have the legal authority to execute the MOU.

**Executed by:**

**Sacramento Metropolitan Air Quality  
Management District**

**El Dorado Air Quality Management  
District**

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

\_\_\_\_\_  
Rania Serieh  
Interim Air Pollution Control Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by:

\_\_\_\_\_  
Kathrine Pittard  
District Counsel