

**SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT
EL DORADO AIR QUALITY MANAGEMENT DISTRICT
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is between **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).
- 1.2** 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.
- 1.3** 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.
- 1.4** 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.
- 1.5** The El Dorado AQMD wishes to provide \$5,227.74 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.
- 1.6** The regional Spare The Air Program has been a central part of the Sac Metro Air District 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** Under the Sacramento 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 District and, where applicable, the use of the funds complies with any terms, conditions or guidelines imposed by the funding source.

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, Sac Metro Air District 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 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, 2023 and 2024 regional Spare The Air Program covering the CMAQ grant each year.

2.2 Term of MOU

The term of this MOU will commence on **July 1, 2021** and terminate **June 30, 2024**.

2.3 Spare The Air Program

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

2.4 Payment

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 **\$15,683.22** during the three-year term. Sac Metro Air District will invoice El Dorado AQMD in October of 2021, 2022 and 2023 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.

2.5 Indemnification

- A. Sac Metro Air District 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 Sac Metro Air District in the performance of its obligations under this MOU.
- B. El Dorado AQMD will indemnify and defend Sac Metro Air District, 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 Termination

Either party may terminate this MOU at any time by providing the other party written notice.

2.7 Communication

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 electronic mail (provided confirmation of delivery is confirmed via read receipt). Communications must be addressed to the parties as follows:

To El Dorado AQMD	To Sac Metro Air District
Scott Wilson Administrative Services Officer El Dorado Air Quality Management District 330 Fair Lane Placerville, CA 95667 Phone (530) 621-7554 Email: scott.wilson@edcgov.us	Jamie Arno Program Supervisor Sacramento Metropolitan Air Quality Management District 777 12 th Street, Ste. 300 Sacramento, CA 95814 Phone (916) 874-4812 Email: JArno@airquality.org

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

2.8 Audit of Sac Metro Air District Records

With regard to this MOU, Sac Metro Air District will maintain appropriate financial records and El Dorado AQMD may demand access to these financial records to perform an audit. Sac Metro Air District must make these records available to El Dorado AQMD thirty (30) days after receiving a request for the records from El Dorado AQMD. Sac Metro Air District must maintain records for five (5) years after the termination of the 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 Payments that Contravene the Law

El Dorado AQMD has no liability for payment of any expenses that are found to contravene law. Sac Metro Air District will reimburse El Dorado AQMD for any funds paid by it under this MOU that are later determined to contravene federal, state or local laws and regulation.

2.11 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.

2.12 MOU Manager

The **Communications Office Program Supervisor** is Sac Metro Air District’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 AQMD. The APCO may designate a new Contract Manager.

2.13 Alteration

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

2.14 Counterparts

This MOU may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument. Signatures transmitted via facsimile or portable document format (pdf) to other parties to this MOU will be deemed equivalent to original signatures on counterparts.

2.15 Successors

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

2.16 Entire Agreement

This MOU constitutes the entire understanding between Sac Metro Air District and El Dorado 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.

2.18 Contract Administrator

The El Dorado AQMD officer or employee with responsibility for administration of this MOU on behalf of El Dorado AQMD is Dave Johnston, APCO or successor.

Executed by:

**Sacramento Metropolitan Air Quality
Management District**

El Dorado 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). Sac Metro Air District'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
- Scientific Consulting and/or Research

Target Population:

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