

Agreement No. 031-MOU-08/09-BOS**El Dorado County Air Quality Management District and
Sacramento Municipal Utility District
Memorandum of Understanding**

This Agreement made between the El Dorado County Air Quality Management District (EDCAQMD) and Sacramento Municipal Utilities District (SMUD).

1.0 Recitals

- 1.1 Health and Safety Code Section 41014 authorizes El Dorado County Air Quality Management District to conduct public education, marketing, demonstration, monitoring, research, and evaluation programs.
- 1.2 EDCAQMD continues to strive to reduce emissions from all sources in order to meet both State and Federal ambient air quality standards.
- 1.3 Lawn and garden equipment, specifically gas powered lawnmowers, contribute significantly to the overall emission inventory for the Sacramento Federal Non-attainment Region (SFNAR).
- 1.4 Each conventional gas-powered lawnmower pollutes as much in one hour as driving a 1998 automobile from Reno to Portland.
- 1.5 Lawn clippings also account for a significant portion of waste stream, which can be eliminated through the use of mulching lawnmowers.
- 1.6 Rechargeable electric mulching lawnmowers, which are comparable to conventional gas-powered lawnmowers in almost all respects, have been developed but are still somewhat higher in cost.
- 1.7 Past contributing agency partners include: the El Dorado County AQMD, the Sacramento Metropolitan AQMD, the Sacramento Municipal Utility District, the Yolo-Solano AQMD, the Placer County APCD, the California Air Resources Board and the City and County of Sacramento Recycling Divisions.
- 1.8 A working group has been established, which includes representation from all the contributing agency partners, to oversee the Implementation of the Mow Down Air Pollution Program.
- 1.9 SMUD, a Working Group member, has agreed to take on the lead role for the Working Group as well as administer EDCAQMD funds for the 2009 Lawn Mower Program.
- 1.10 EDCAQMD will continue to provide in-kind support and assistance to the Program.

- 1.11 SMUD is ready, willing, and able to provide such services on the terms and conditions set forth in the Agreement and the Exhibits, which are part of this Contract.

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

2.0 Terms and Conditions

- 2.1 **Purpose of MOU**
The purpose of this MOU is to provide funds to SMUD in support of the 2009 Lawnmower Program.
- 2.2 **Term of Contract**
The term of this MOU will commence on March 1, 2009 and terminate June 30, 2009.
- 2.3 **Payment**
Upon execution of this MOU by both parties, EDCAQMD will remit payment in the amount of Five Thousand Dollars and NO/100 (\$5,000) within forty-five (45) days following EDCAQMD's receipt and approval of invoice(s). EDCAQMD's sole responsibility under this MOU is to provide the agreed upon sum.
- 2.4 **Final Report**
Upon completion of the 2009 Lawnmower Event, SMUD will provide a final report to EDCAQMD detailing expenditures, the number of lawnmowers purchased and the number of lawnmower rebates.
- 2.5 **Indemnification**
- A. **Scope:** Contractor will indemnify and defend EDCAQMD, its officers, agents, employees and volunteers from any and all liabilities of any kind that arise from any negligent or wrongful acts or omissions of Contractor in his/her performance of this Contract. EDCAQMD will indemnify and defend Contractor, its board, officers, agents, and employees, from any and all liabilities of any kind that arise from any negligent or wrongful acts or omissions of EDCAQMD in its performance of this Contract.
 - B. **Counsel:** Contractor will also use counsel reasonably acceptable to EDCAQMD in carrying out its obligations under this section. The provisions of this section will survive the expiration or early termination of this Contract.
- 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**

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 EDCAQMD.

2.8 **Notices**

Any notices, 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 EDCAQMD	To SMUD
El Dorado County Air Quality Management District Attn: Marcella McTaggart 2850 Fairlane Ct Placerville, CA 95667 FAX: 530-295-2747	Residential Services Sacramento Municipal Utility District Attn: Carol Novak P.O. Box 15830 Sacramento, CA 95852-1830 PHONE: 916-732-5443 FAX: 916-732-6831

- 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.

2.9 **Audit of SMUD Records**

With regard to this Contract, SMUD will maintain appropriate financial records, and EDCAQMD may demand access to these financial records to perform an audit. SMUD must make these records available to EDCAQMD within 90-days after receiving a request for the records.

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 EDCAQMD and SMUD 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. EDCAQMD has no liability for payment of any compensation and expenses that are found to be in contravention of federal or state law. SMUD will reimburse EDCAQMD 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**

Marcella McTaggart is the EDCAQMD's named Contract Manager for this contract. It is the responsibility of the Contract Manager to: 1) verify compliance with the terms and conditions of the contract and 2) ensure that funding is available to pay approved invoices.

2.15 **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

Sacramento Municipal Utility
District

Date: _____

Date: _____

By: _____
Marcella McTaggart
Air Pollution Control Officer

By: _____

El Dorado County
Chief Administrators Office

El Dorado County
Environmental Management Dept.

Date: _____

Date: _____

By: _____
Gayle Erbe-Hamlin
Chief Administrative Officer

By: _____
Gerri Silva,
Director, M.S., REHS

El Dorado County
Air Quality Management District

Date: _____

By: _____

Chair

Attest:
Suzanne Allen de Sanchez
Clerk of the Board

Date: _____

By: _____