

## CONTRACT FOR SERVICES

This Contract is entered into between the Sacramento Metropolitan Air Quality Management District (SMAQMD), a public agency of the State of California, and American Lung Association of Sacramento-Emigrant Trails (Contractor).

### 1.0 Recitals

- 1.1 Health and Safety Code Sections 41014 and 41065 direct the SMAQMD to conduct public education programs to achieve effective implementation of all feasible transportation system management measures.
- 1.2 The Cleaner Air Partnership (CAP) is a successful, widely recognized and respected joint project of ALASET and the Sacramento Metropolitan Chamber of Commerce which joins business, environment, public health and government interests in the Sacramento region to reduce transportation sources of air pollution.
- 1.3 The SMAQMD has entered into contracts with American Lung Association Sacramento Emigrant Trails (ALASET) since 1986 to aid the CAP in its program.
- 1.4 The SMAQMD and Contractor entered into Contract No. E2003008 on July 1, 2003. Contract No. E2003008 will expire on June 30, 2005.
- 1.5 ALASET has extensive air quality knowledge and experience and its subcontractor, Valley Vision, has extensive experience in regional coalition building and whose membership includes leaders in business, agriculture, the environment, organized labor, education, utilities and government that will enhance the operation of CAP.
- 1.6 The SMAQMD Purchasing Policies and Procedures require that contracts in excess of \$5,000 must be awarded as a result of a formal competitive process unless certain conditions are met.
- 1.7 The SMAQMD, American Lung Association and the Sacramento Chamber of Commerce being in a position to evaluate potential agencies and individuals, are in agreement that only one source (Valley Vision) has the experience to successfully accomplish the unique parameters of the work program and provide the desired services.
- 1.8 This contract will continue the long term successful partnership to aid the CAP in reducing transportation sources of air pollution.
- 1.9 The Air Pollution Control Officer (APCO) has waived the competitive bid process based on the above stated determinations and awarded this Contract on a sole source basis because it is in the best interest of the SMAQMD.
- 1.10 Contractor is ready, willing and able to assist SMAQMD as described in Exhibit A of this Contract.

## 2.0 Terms and Conditions

The parties agree to the terms and conditions listed below:

2.1 **Scope of Services:** Contractor will perform the services described in Exhibit A.

2.2 **Payments:** SMAQMD will make the payments outlined in Exhibit B to the Contractor so long as the Contractor is providing the services set forth in Exhibit A.

A. **Invoices:** Payment will be on a reimbursement basis. By the 10<sup>th</sup> of each month, the Contractor will submit one original and one duplicate monthly invoice to SMAQMD in a SMAQMD-approved format. Invoices must meet the requirements in Section 2.2 as well as Exhibits B and C.

1. The invoice must include an itemization of Contractor and subcontractor staff costs, including: name, position, task, date of service, date of meeting, meeting topics, number of hours worked, rate per hour and total cost.
2. The invoice must also include appropriate documentation for all costs and expenses.
3. Invoices that do not contain the information required under this section are incomplete and will not be paid until complete information is submitted.
4. SMAQMD will authorize payment to Contractor no later than 30 calendar days after receipt of a completed invoice.
5. Contractor must submit the final invoice within 30 days of the Contract termination date.

B. **Invoicing Limitations:** The following restrictions limit SMAQMD's obligation to pay invoices:

1. SMAQMD will reimburse Contractor only for Contractor's approved costs. The Contractor must document these costs through invoices, receipts and other appropriate records. SMAQMD will not, under any circumstances, reimburse Contractor for any commitments made by Contractor for services not yet performed.
2. Contractor is solely responsible for payment to all vendors, subcontractors and consultants used in the performance of this Contract. It is not the intent of SMAQMD and Contractor to create third party beneficiary rights in these entities.
3. In the event Contractor fails to comply with any provision of this Contract, SMAQMD may withhold payment until Contractor has corrected the noncompliance.
4. If this Contract involves media placements, Contractor may not retain commissions on media placements purchased for the benefit of SMAQMD. At the discretion of SMAQMD, the value of any commissions will be applied toward the purchase of additional SMAQMD media placement or discounted

from the total bill. Contractor will be paid an hourly rate for media placement services as provided for in this Contract.

C. **Expenses:**

1. **Itemization.** The SMAQMD requires expenses to be itemized by date incurred and by category (e.g., photocopy, long distance telephone, parking).
2. **Detail.** Each expense item must be adequately detailed so as to enable the SMAQMD to determine the exact nature, purpose and necessity of the expense.
3. **Payment.** All routine expenses should be paid directly by the Contractor and billed to the SMAQMD as disbursements. Actual receipts must be attached to your bill.

D. **Format of Invoices:** Invoices shall clearly reference:

1. The billing period
2. Contractor's tax identification number
3. Actual time spent on task
4. Name and rate of person performing the task
5. Detailed description of the work performed, broken down to specify a single task
6. Billing in fifteen minute increments
7. Itemized fees or expenses
8. Approved project budgets if specific budget approvals are required in Exhibit A and Exhibit B. The Contractor is only required to submit the budget the first time services under a new project are billed.

2.3 **Right to Bind:** Neither the Contractor nor its employees, subcontractors or consultants have the right to act on behalf of SMAQMD in any capacity, or to bind SMAQMD to any obligation.

2.4 **Rights to Contracted Products:** All reports, research data, and every other work product of any kind or character arising from or relating to this Contract is the exclusive property of SMAQMD. SMAQMD may use these work products for any purpose whatsoever and has the sole right to the copyright or trademark for these work products.

2.5 **Contract Term:** The term of this Contract will commence July 1, 2005 and terminate June 30, 2007.

2.6 **Applicable Laws/Choice of Law/Venue:** Contractor must observe and comply with all applicable laws and regulations. This Contract is executed in Sacramento County, California and is governed by the laws of the State of California. Any action arising out of this Contract must be filed in a state court or federal court located in Sacramento, California.

- 2.7 **Status of Contractor:** Contractor is an independent contractor, and no relationship of employer-employee exists between SMAQMD and Contractor, or Contractor's employees, subcontractors, or consultants. Accordingly, Contractor, its employees, subcontractors and consultants do not have any of the entitlements of a SMAQMD employee.
- A. **Direction and Control:** Contractor is subject to the control and direction of SMAQMD regarding the designation of tasks to be performed and the results to be accomplished under this Contract, but not the means, methods, or sequence used by Contractor for accomplishing the tasks and results.
  - B. **Direction of Third Parties:** If the Contractor employs any third persons, these persons will be under the exclusive control of Contractor. All terms of employment, including but not limited to hours, wages, working conditions, discipline, hiring, and discharging will be determined by Contractor.
  - C. **Taxes:** SMAQMD will not make any deductions or withholdings from the compensation paid to Contractor. Contractor must issue all forms required by federal and state laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.
- 2.8 **Conflict of Interest:** No officer or employee of SMAQMD has any pecuniary interest, direct or indirect, in this Contract or the proceeds of the Contract. No officer or employee of Contractor may serve on SMAQMD's governing body or hold any SMAQMD position, which nominates, recommends, supervises or authorizes payment to Contractor.
- 2.9 **Nondiscrimination:**
- A. **Requirements:** Contractor must not discriminate based on:
    - 1. Color, race, creed, national origin, religion, sex, age, or physical or mental handicap in violation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) and its implementing regulations, or in violation of any other state or federal law;
    - 2. Sexual orientation as determined by federal, state, or local laws and regulations.
  - B. **Prohibited Discrimination:** Prohibited discrimination under this Contract means disparate treatment on the basis of race, color, creed, national origin or sexual orientation. Discrimination includes, but is not limited to:
    - 1. Denying persons any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Contract;
    - 2. Subjecting persons to segregation or separate treatment in any matter related to the receipt of services;
    - 3. Restricting persons in any way from the enjoyment of any advantage or privilege enjoyed by others under this Contract;

4. Treating persons differently from others in determining whether they satisfy any admission, enrollment quota, eligibility, membership, or other requirement that individuals must meet in order to be provided any service or benefit under this Contract;
5. Assigning times or places for the provision of services on the basis of race, color, creed, national origin or sexual orientation of the persons to be served.

2.10 **Indemnification:**

- A. **Scope:** Contractor will indemnify and defend SMAQMD, 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. SMAQMD 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 SMAQMD in its performance of this Contract.
- B. **Counsel:** Contractor will also use counsel reasonably acceptable to SMAQMD in carrying out its obligations under this section. The provisions of this section will survive the expiration or early termination of this Contract.

2.11 **Waiver of Claims:** Contractor waives any claims against SMAQMD, its officers, agents, employees or volunteers from damage or loss caused by:

- A. Any suit or proceeding directly or indirectly attacking the validity of this Contract, or any part of this Contract.
- B. Any judgement or award: (i) declaring this Contract, or any part of this Contract, either void or voidable, or (ii) delaying the performance of any part of this Contract.

2.12 **Insurance:**

- A. **Insurance Requirement:** Contractor will maintain insurance to cover its operations throughout this Contract and any Contract extensions.
  1. The insurance must meet the requirements in Exhibit C.
  2. Any insurance or self-insurance maintained by SMAQMD will apply in excess of, and not contribute to, insurance maintained by Contractor.
  3. Contractor will give SMAQMD 30-days written notice prior to modifying the insurance obtained under this section. SMAQMD may object to the modification within 15 days of receiving the notice. If SMAQMD objects, it may demand the relief specified in paragraph 2.17 (B).
  4. This section does not limit Contractor's indemnification obligation in Section 2.10.
- B. **Involuntary Policy Modifications:** If Contractor's insurer modifies its insurance in any manner that affects the specifications in Exhibit C, Contractor must notify SMAQMD within 48 hours of the modification. SMAQMD may demand that

Contractor obtain additional coverage sufficient to comply with the specifications in Exhibit C, or may terminate this Contract as provided in section 2.17 (B).

**2.13 Assignments and Subcontracts:**

- A. Except as provided in paragraph D, no performance required or payment due under this Contract may be subcontracted, delegated or assigned unless the APCO has approved the professional qualifications of the subcontractor, assignee, or delegee, as well as the hourly rate or total cost to be charged by the subcontractor, assignee, or delegee.
- B. SMAQMD may not be named or otherwise treated as a party to any subcontract, assignment or delegation made under 2.13A.
- C. Use of routine support services, such as printing and delivery are not considered subcontracted services but Contractor must take reasonable steps to ensure that it obtained an acceptable level of service for the lowest price.
- D. Contractor may subcontract with Valley Vision for services required under this Contract, as long as the subcontracts comply with paragraph 2.13 B. Specific individual performing the duties under this Contract must meet the written approval of the APCO.
- E. Nothing in this section limits the rights of the parties to terminate the contract under section 2.17.

**2.14 Successors:** This Contract will bind the successors and subcontractors of SMAQMD and Contractor in the same manner as if they were expressly named.

**2.15 Alteration:** No alteration or variation of the terms of this Contract is valid unless made in writing and signed by both parties.

**2.16 Recordkeeping:**

- A. **Records:** Contractor will maintain all necessary records, books and accounts to verify that the Contract funds are used only for the purposes stated in this Contract.
- B. **Audits:** SMAQMD may audit all expenditures made by the Contractor under this Contract. Contractor must ensure that SMAQMD staff have access, at all reasonable times, to the documents kept by Contractor in connection with all funds expended under this Contract.
- C. **Duration:** Contractor must maintain these documents for 5 years after the termination of this Contract and any Contract extensions. At the end of the 5-year period, Contractor must either continue to maintain the documents or surrender the documents to SMAQMD – unless the APCO states, in writing, that Contractor may destroy documents.

**2.17 Termination:**

- A. **30-day Notice Termination:** Either SMAQMD or Contractor may terminate this contract for any reason by giving the other party 30-days written notice. If this contract is terminated under this paragraph, SMAQMD may proceed with the work

in any manner deemed proper by SMAQMD without recourse by Contractor, its officers, agents, employees or volunteers.

- B. **5-day Notice Termination:** SMAQMD, through its APCO, may terminate this Contract with 5 days written notice if Contractor fails to perform any of the terms and conditions of this Contract in the time and manner specified. If the Contract is terminated under this paragraph, SMAQMD may proceed with the work in any manner deemed proper by SMAQMD without recourse by Contractor, its officers, agents, employees or volunteers.
- C. **Immediate Termination:** SMAQMD, through its APCO, may terminate or amend this Contract without prior notice if advised that funds are not available for this Contract or any portion of this Contract, or if funds are not specifically appropriated for this Contract in SMAQMD's final budget for the term of this Contract and any extensions to the Contract. If SMAQMD terminates or amends this Contract under this paragraph, SMAQMD must serve notice of the action on the Contractor within 2 working days. Contractor will be paid for expenses and work performed or incurred by it or SMAQMD-approved subcontractors through the termination date.

2.18 **Disputes:**

- A. **APCO Decision:** Any dispute under this Contract will be settled in a written decision by the APCO. The APCO must mail a copy of the decision to Contractor. Contractor is not excused from performance of this Contract while the APCO's decision is pending.
- B. **Finality of the Decision and Exceptions:** The APCO's decision is final unless Contractor files a written appeal with the SMAQMD Board of Directors within 30 days from the date of the APCO's decision. Any appeal must detail the basis of the appeal and contain copies of all documentation supporting Contractor's position.
- C. **Appeals:** The SMAQMD Board will hear the appeal at a public Board meeting. The Contractor may present testimony and evidence supporting its position at the meeting. Contractor and SMAQMD will perform all duties and obligations in accordance with the APCO's decision pending final Board action. The decision of the Board is a final agency action and may be judicially appealed.

2.19 **Waiver of Contract Provisions:** 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 right under this Contract.

2.20 **Time:** Time is of the essence in the performance of each of the provisions of this Contract.

2.21 **Severability:** If any provision of this Contract is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this Contract, and this Contract will be construed and enforced as if such provision had not been included.

2.22 **Payments that contravene the law:** SMAQMD has no liability for payments that are found to contravene the law. Contractor will reimburse SMAQMD for any payments made by SMAQMD to Contractor and later determined to contravene federal, state or local laws and regulations.

2.23 **Contingency Clause:** This contract is subject to any contingency clauses stated in Exhibit B – Schedule of Terms and Payment.

2.24 **Special Provisions – Congestion Mitigation and Air Quality (CMAQ) Funds:**

- A. **Applicability:** \_\_\_\_\_ (SMAQMD staff to initial if CMAQ funds will be used.) This section applies only if the Contractor will receive CMAQ funds. Inclusion of this section is a requirement of the SMAQMD Disadvantaged Business Enterprise (DBE) Program for CMAQ-funded projects.
  
- B. **Provisions:** If all or some of the funds paid to Contractor are CMAQ funds, the following additional contract terms apply:
  - i. **Subcontractor Payments:** The Contractor will pay each subcontractor for satisfactory performance no later than 10 days from the receipt of each payment the Contractor receives from SMAQMD. Any delay or postponement of payment from this time frame may occur only for good cause following written approval of SMAQMD. This paragraph applies to both Disadvantaged Business Enterprises (DBE) and nonDBE subcontractors.
  
  - ii. **Retainage Releases:** The Contractor will release retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from this time frame may occur only for good cause following written approval of SMAQMD. This paragraph applies to both Disadvantaged Business Enterprises (DBE) and nonDBE subcontractors.
  
  - iii. **Nondiscrimination:** The Contractor or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor will carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SMAQMD deems appropriate. If there is a conflict between the provisions of this paragraph and section 2.4, this paragraph will control.

2.25 **Entire Agreement:** This Contract constitutes the entire agreement between SMAQMD and Contractor. Both parties revoke all prior or contemporaneous oral or written agreements between them that are inconsistent with this Contract. In the event of a dispute between the parties regarding the Contract, this Contract will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract. This Contract consists of:

- A. Contract
- B. Exhibit A – Scope of Services and Costs
- C. Exhibit B – Schedule of Terms and Payment
- D. Exhibit C – Fees and Costs
- E. Exhibit D – Insurance Requirements

2.26 **Communications:** Any communication between the parties that is required under the provisions of this Contract 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 facsimile

(provided confirmation of delivery is obtained at the time of transmission). Communications must be addressed to the parties as follows:

**To Contractor**

Jane Hagedorn, Executive Director  
American Lung Association of  
Sacramento Emigrant Trails  
909 12<sup>th</sup> Street  
Sacramento, CA 95814  
Phone: (916) 444-5864  
Fax: (916) 444-6661

**To SMAQMD**

Larry Greene  
Air Pollution Control Officer  
Sacramento Metropolitan AQMD  
777 12<sup>th</sup> Street, Third Floor  
Sacramento, CA 95814-1908  
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.
- 2.27 **Contract Manager:** Karen Wilson is the SMAQMD'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, 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 Contract.

**Executed by:**

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

Sacramento Metropolitan Air  
Quality Management District

\_\_\_\_\_  
Chairperson  
Board of Directors

Reviewed by:

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

(SEAL)

ATTEST . \_\_\_\_\_  
Clerk of the Board of Directors

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

American Lung Association of  
Sacramento Emigrant Trails

\_\_\_\_\_  
Jane Hagedorn, Executive Director

**Exhibit A**  
**Scope of Services and Costs\*\***

The Cleaner Air Partnership (CAP) is a joint project of the Sacramento Metro Chamber of Commerce (SMCC), Valley Vision, and the American Lung Association of Sacramento-Emigrant Trails (ALASET) with funding from the Sacramento Metropolitan Air Quality Management District (SMAQMD), which constitute the Partners in this Scope of Services.

Valley Vision is responsible to assist with outreach and education activities as described below in addition to providing direct services as described herein under policy and administrative management of ALASET.

**Objectives**

- I. Regional Coalition: Expand and maintain a regional air quality coalition of business and community leaders focused on mobile source emissions with public and private multiyear commitment. Objective I: Total 663 hours/year

**Activities**

1. Cleaner Air Partnership 208 hours/year
  - a. provide staff support for four or five CAP meetings per year, confirm agendas or speakers in consultation with CAP Executive Committee and Partners; notification, take and distribute minutes of all meetings to members and manage follow up activities. 20 hours
  - b. assist Partners in recruiting community and business leaders in the region to participate in CAP meetings; expand membership to include Chair of all AQMDs on CAP, CAPTAC meetings and task forces. 38 hours
  - c. expand linkages with neighboring regions: northern San Joaquin, Bay Area, mountain counties, upper Sacramento valley. 36 hours
  - d. assist Partners in maintaining the leadership track for recruitment of chair of CAP, CAPTAC and Executive Committee. 10 hours
  - e. develop and maintain a volunteer pool of spokespersons for CAP before elected bodies and in media interviews. 36 hours
  - f. aggressively work with Partners to expand outreach to engage motivated individuals in the business, transportation, health and governmental communities throughout the Sacramento region. 48 hours
  - g. provide support for new projects as needed to meet goals, including workshops and meetings on specific issues. 20 hours
  
2. CAP Executive Committee 110 hours/year
  - a. provide staff support to CAP Executive Committee meetings (approximately 10 per year) including notification of meetings, developing agendas in consultation with Partners, formulating agendas for CAP meetings, producing and distributing minutes, and managing appropriate follow up activities. 100 hours
  - b. assist Partners and Chair in recruiting and maintaining appropriate representation on the CAP Executive Committee. 10 hours
  
3. CAP Technical Advisory Committee (CAPTAC) 164 hours/year
  - a. provide staff support for 10 CAPTAC meetings per year, including developing agendas in consultation with Partners and Chair, notification, producing and

- distributing minutes of each meeting and managing follow up actions. 78 hours
- b. assist Partners to recruit and maintain leadership on CAPTAC, outreaching for members with technical expertise to other districts in the Sacramento Valley region and where appropriate including representation from the Bay Area and San Joaquin Valley 22 hours
- c. facilitate development by CAPTAC of positions on key issues for reporting back to the full CAP for support and action. 34 hours
- d. recruit volunteer pool to assist in outreach work of CAPTAC. 8 hours
- e. actively support ALASET Clean Air Agenda through education and outreach. 22 hours

- 4. Blueprint 156 hours/year
  - a. work with Partners in determining outreach CAP activities to support success of Blueprint goals throughout the region. 36 hours
  - b. assist to integrate the work of Partners, SACOG and others on Blueprint strategies. 72 hours
  - c. recruit a CAP volunteer pool to assist in the Blueprint activities. 48 hours

- 5. New Projects 25 hour/year
  - a. facilitate management of new issues that emerge in consultation with leadership/Partners, including convening special meetings as needed.

**Deliverables:**

- 1. submit invoices by 25<sup>th</sup> of each month to ALASET/SMAQMD; include record of all CAP meetings, report actions, activities, Project Manager hours allocated by objectives for all CAP work.
- 2. report outreach efforts, expanded membership participating in CAP.
- 3. submit monthly reports to ALASET for review and forwarding to SMAQMD.

**II. Successful Advocacy:** Advocate at federal, state, regional and local levels for consensus on air quality positions and funding for reducing mobile source emissions.

**Objective II: Total 252 hours/year**

**Activities:**

- 1. NOx/Ozone/Mobile Source Emissions Reductions 252 hours/year
  - a. provide staff support to the CAP mobile source reduction campaign through CAPTAC to build business and community partnerships for NOx/mobile source/ozone reductions in the region and creditable to the State Implementation Plan. 72 hours

- b. assist CAPTAC to discuss issues, develop positions and maintain a menu of action items for policymakers at local, state and federal level, with Partners and CAP support and broader regional coalition endorsement (e.g. SOS ordinances, funding, smog check transportation issues, Blueprint strategies) **96 hours**
- c. recruit and maintain a pool of volunteers to advocate CAP positions on mobile source strategies. **48 hours**
- d. facilitate a dialogue regarding “what is regional” for air quality improvement in keeping with ALASET Clean Air Agenda and Blueprint strategies. **36 hours**
- e. Business Outreach by Sac. Metro Chamber of Commerce (incl) SMCC to promote business sponsorship of CAP, with a goal of \$25,000 per year. SMCC to promote regional advocacy in reducing mobile source emissions through other chambers in the region.

**Deliverables:**

- 1. Record of meeting actions, monthly report of advocacy activities, accomplishments. Record of bills and regulations supported.

**III. Business/Public Education: Educate policy makers in the region and the interested public about air quality issues, health impacts, and potential solutions.**

**Objective III: Total 203 hours/year**

*(Please Note: Hours for Objective III except as noted are covered under Objective I)*

**Activities:**

- 1. CAP and CAPTAC meetings **26 hours/year**
  - a. through these meetings, provide support for a community forum for discussion of health and economic aspects of air quality policies, including the 2007 Ozone Attainment Plan development, early warning for potential regulatees, and other big picture issues affecting the region as a whole. Examples are movement/port issues, transport from other regions, air quality aspects of Blueprint; state measures with regional impact. **(incl)**
  - b. educate policymakers and community leaders about community impacts, health benefits of new air quality policy measures and emerging policy issues. **Engage AQMDS (of non-attainment areas) in work of CAP, including regional meetings of CAP and including elected officials** **(incl)**
- 2. Policy Consensus **(incl)**
  - a. be responsible to ensure that proposed policies and actions developed by are discussed and consensus reached at CAP and with Partners before implementation. **(incl)**
  - b. utilize CAP volunteers to promote CAP policy positions through regional outreach to policy makers, business organizations and others in the region.

- 3. Volunteer Spokespersons (incl)
  - a. develop and utilize a pool of volunteer spokespersons from SMCC and ALASET volunteer activists. (incl)
  - b. develop opportunities and coordinate volunteer outreach educational assignments (incl)
- 4. Newsletter 117 hour/year
  - a. prepare and publish a quarterly email newsletter on air quality performance and progress in the Sacramento region; showcase businesses and others contributing to cleaning up the air; include other participating air districts and their communities. 80 hours
  - b. post the newsletter on the CAP website and distribute to a selected list as agreed with Partners. 12 hours
  - c. maintain and update the newsletter email/ mailing list. 15 hours
  - d. solicit new members to receive the newsletter. (incl)
  - e. expand mailing list in outlying areas in proportion to population. 10 hours
  - f. distribute to 5,000 or more policy makers, business owners and managers, and interested community leaders, and community activists. (incl)
- 5. Website 60 hours/year
  - a. maintain CAP web site and promote web presence and resource. 36 hours
  - b. maintain key links to SMAQMD, other districts, SMCC, SACOG, ALASET, others as appropriate. 24 hours

**Deliverables:**

- 1. Monthly report submitted to SMAQMD/ALASET of activities: meeting minutes re issues discussed, policy consensus reached, actions proposed; meetings with policymakers, relevant legislation passed.
- 2. Quarterly Issues of the Newsletter (currently *Cleaner Air News*), distribution statistics.
- 3. Web site access statistics

**\*\* Please note: The Scope of Services to be adjusted after one year assessment**

Exhibit B  
Schedule of Terms and Payments

**CLEANER AIR PARTNERSHIP  
PROPOSED BUDGET TO BE FUNDED BY SMAQMD GRANT 1**

| <u>A. Valley Vision:</u>                 | <u>2005-2006</u> | <u>2006-2007</u> |
|------------------------------------------|------------------|------------------|
| Objective I. Regional Coalition          | 66,300           | 66,300           |
| Objective II. Advocacy                   | 25,200           | 25,200           |
| Objective III. Business/Public Education | 20,300           | 20,300           |
| <b>Sub-total</b>                         | <b>111,800</b>   | <b>111,800</b>   |
| <br><u>B. Office Supplies/Other</u>      | <br>1,200        | <br>1,200        |
| <br><u>C. ALASET</u>                     | <br>12,000       | <br>12,000       |
| Policy Prog. Mgr/Program Costs           |                  |                  |
| <b>Grand Total</b>                       | <b>\$125,000</b> | <b>125,000</b>   |

**Conditions:** Contractor must:

1. Perform and complete all work required under this Contract in a professional manner and in accordance with the professional standards observed by competent practitioners of the profession in which Contractor, its subcontractors or agents, are engaged.
2. Obtain written authorization from the APCO or his designee prior to transferring funds between the objectives described in Exhibit A. Funds may not be transferred between fiscal years without the written permission of the APCO.
3. Payment will be made on a reimbursement basis. Contractor must submit one original and one duplicate invoice to SMAQMD on a monthly basis, in a mutually agreed upon format.
4. Contractor will be reimbursed only for approved expenses. All expenses must be documented by receipts. Airline travel must include copies of airline receipts, dates of travel, purpose for travel and written record of APCO prior approval. Travel reimbursement must be consistent with the SMAQMD's travel policy. Travel reimbursement will not be paid without appropriate documentation. Contractor must reimburse SMAQMD within 30 days if the trip is cancelled.

5. It is understood by Contractor that \$250,000 is the maximum total payment budgeted for this Contract. It is the responsibility of the Contractor to successfully complete the requested services as outlined in Exhibit A including expenses and the acquisition of materials and supplies, while remaining within this budget.
6. Section 2.2 of this Contract contains additional reporting and fiscal requirements

Exhibit C  
**Fees and Costs**

- A. Acceptable Fees
1. The hourly rate agreed to by SMAQMD and Contractor shall not be increased during the term of this Contract.
  2. SMAQMD will only pay for actual time spent completing an authorized task, with the time rounded to the nearest fifteen-minute increment.
  3. SMAQMD will pay mileage for travel within the Sacramento nonattainment region. Travel reimbursement will be consistent with the SMAQMD Travel Policy. SMAQMD will not pay additional fees, hourly rates, salaries or charges for travel.
  4. The SMAQMD will pay actual, necessary long distance phone call charges as documented by records or receipts.
- B. Unacceptable Fees – Except as described in Section D below, SMAQMD will not pay fees or hourly rates associated with:
1. Preparing bills and invoices
  2. Responding to billing inquiries from any entity
  3. Review of this contract with the SMAQMD
  4. Employee courier services in excess of \$10.00 per delivery
  5. Staff overtime
  6. Arranging travel and accommodations
  7. Collating or velobinding
  8. Time involved in sending or receiving faxes
  9. Time billed for attendance at Contractor's internal staff meetings
  10. Improper staffing assignments (e.g., specialized personnel performing routine clerical tasks). If specialized personnel perform routine research, they should be billed at the rate for persons that ordinarily perform the research.
- C. Non reimbursable costs: Except as provided in "D" below, SMAQMD will not reimburse the Contractor for any costs associated with administering the Contract, including, but not limited to:
1. Administrative. Conference reports, billing costs, supplies, photocopying, postage, telephone calls and fax calls not directly related to a specific SMAQMD project.
  2. Other. Costs of personnel associated with making travel arrangements, general clerical support, per-diem expenses or "overhead" costs, such as rent or utilities.
  3. Markup. The SMAQMD will not reimburse the Contractor a "markup" percentage associated with the purchase of products of SMAQMD's behalf from outside vendors (including but not limited to promotional items, print materials or exhibit booth space). Payment will be made on a reimbursement basis.
- D. **ALASET Program Costs:** The SMAQMD will pay ALASET up to \$1,000.00 per month, not to exceed \$12,000 annually, for its services in administering this contract.

Exhibit D  
Insurance Requirements

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries or persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives or employees. SMAQMD shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the SMAQMD's District Counsel, the insurance provisions in these requirements do not provide adequate protection for SMAQMD and for members of the public, SMAQMD may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. SMAQMD's requirement shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

Contractor shall furnish the SMAQMD with certificates evidencing coverage required above. Certified copies of required endorsements must be attached to provided certificates. All certificates are to be received and approved by the SMAQMD before work commences. The SMAQMD reserves the right to require that Contractor provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the Contractor's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California.
4. Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductible and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the SMAQMD. At the option of the SMAQMD, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the SMAQMD, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The SMAQMD, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or premises owned, occupied, or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the SMAQMD, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the SMAQMD, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the SMAQMD, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the SMAQMD, its officers, official, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. SMAQMD may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Claims Manager (Special District Risk Management Authority) or District Counsel, the interests of SMAQMD and the general public are adequately protected.