

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

This Memorandum of Understanding (MOU) entered into between the Sacramento Metropolitan Air Quality Management District, a California local public agency (SMAQMD) and the **County of Sacramento** (County).

1.0 Recitals

- 1.1 The County has developed a Greenhouse Gas emission inventory that will provide a baseline for helping with the California Environmental Quality Act (CEQA) analysis of plans and will assist with the understanding the scope of Greenhouse Gas emissions in Sacramento County.
- 1.2 The County and cities wish to expand the inventory to include inventories for the cities. The total cost of the project is approximately \$75,000.
- 1.3 It is in the interest of SMAQMD for such an inventory to be completed to support statewide AB 32, a comprehensive program to reduce California's Greenhouse Gas emissions
- 1.4 On January 24, 2008, Resolution No. _____ authorized the Air Pollution Control Officer to provide the County with \$10,000 to assist in its efforts to expand the Greenhouse Gas inventory to include city inventories.

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, the SMAQMD and County 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 the County and SMAQMD regarding contribution of \$10,000 to County to assist in the completion of a baseline Greenhouse Gas inventory.

2.2 **Term of MOU**

The term of this MOU will commence upon execution by all parties and terminate_____.

2.3 **Payment**

Upon execution of this MOU, County may invoice SMAQMD in the amount of \$10,000 for the Greenhouse Gas inventory.

2.4 **Indemnification**

A. SMAQMD will indemnify and defend County, 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 SMAQMD in the performance of its obligations under this MOU.

B. County 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 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 County in the performance of its obligations under this MOU.

2.5 **Communication**

All written communications regarding this MOU must be either personally delivered or sent by prepaid, certified first class mail, return receipt requested, addressed as follows:

To County of Sacramento	To SMAQMD
Name _____ County of Sacramento Address _____ Sacramento, CA ____ Phone (916) _____	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.

2.6 **Audit of County Records**

With regard to this MOU, County will maintain appropriate financial records and SMAQMD may demand access to these financial records to perform an audit. County must ensure that SMAQMD staff have access, at all reasonable times, to the documents kept by County in connection with all funds expended under this MOU. County must maintain records for 5 years after the termination of the MOU.

2.7 **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.

2.8 **Statutory Limitations**

This MOU and any payments for compensation and expenses are subject to the provisions and limitations imposed by federal and State law. SMAQMD has no liability for payment of any compensation and expenses that are found to be in contravention of federal or State law. County will reimburse SMAQMD for any funds paid by it under this MOU that are later determined to be in contravention of any federal and State law.

2.9 **MOU Manager**

Larry Greene 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 MOU, 2) determine that the work has been completed, and 3) ensure that funding is available to pay approved invoices.

2.10 **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

County of Sacramento

Larry Greene
Executive Officer
Air Pollution Control Officer

Name
Title

Date: _____

Date: _____

Reviewed by:

Kathrine Pittard
District Counsel