

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CITY OF PORTOLA
AND
THE NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 27th day of January, 2022, by the CITY OF PORTOLA (“City”) and the NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT (“NSAQMD”) to allow the District to jointly implement a Wood Stove Change-out Program (“Program”) in the Greater Portola Federal Non-Attainment Area to help achieve air quality attainment status.

WHEREAS, the United States Environmental Protection Agency (USEPA) has found that the Greater Portola Federal Non-Attainment Area of the NSAQMD has remained an air quality non-attainment area for years; and

WHEREAS, NSAQMD applied to USEPA and received grant funding (2018 Targeted AirShed Grant) to implement a wood stove change-out program in the area; and

WHEREAS, City has the authority, capability and workforce to process applicable permits for the wood stove change-out and receive the non-compliant stove in accordance with state and federal law; and

WHEREAS, City further has the capacity to cause the non-compliant stove to be made useless and destroyed, and collected for final disposition and recycling; and

WHEREAS, NSAQMD has identified City as capable of the tasks presented; and

WHEREAS, NSAQMD Board of Directors and Portola City Council respectively and separately authorized the establishment of an MOU between the two entities, and for City to provide services to NSAQMD, and for NSAQMD to pay City for services provided.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, the parties agree as follows:

1. Scope of Services

1.1 City agrees to provide services related to NSAQMD’s Program as requested by NSAQMD. Those services may include, but are not limited to, the following:

- a) Issuing woodstove permit for the installation of new, compliant heating devices within the City limits of the City of Portola. The permit and final inspection fee is paid directly to the City by District-approved heating device retailer/installer.

- b) Accepting and storing removed, non-compliant heating device into the City's designated repository.
 - c) Destroying non-compliant heating device and ensuring destroyed device goes to a metal recycler.
 - d) Maintaining an accurate record of the destruction of non-compliant heating device processes including before and after photos and a Verification of Destruction form.
 - e) Providing copies of all permitting and destruction photos and documentation to NSAQMD.
- 1.2 City will log the activities performed at the request of NSAQMD or as is required for the completion of work on the Program in an administrative logbook. The administrative logbook will include a description of the activity, from request of permit to final disposition of the non-compliant heating device, and time spent in process. Copies of the logbook pages will be submitted to NSAQMD as support documentation for the NSAQMD's billing statements.
- 1.3 City will perform work with the thoroughness and competence that would be expected of an experienced and knowledgeable air pollution control district staff member. City staff shall conduct themselves in a professional manner and behave in a manner that is courteous and respectful of the public.

2. Geographic Area of Service for the Collection and Destruction of Woodstoves

City will provide for the destruction of woodstoves throughout the Greater Portola Federal Non-Attainment Area. A map of the Program area is attached as Exhibit A.

3. Payment

- 3.1 NSAQMD agrees to reimburse City for the services covered by this Agreement at the City's hourly reimbursement rate:
- Maintenance Worker \$37/hour
 - Office Clerk (\$24.13/hour)
 - Building Inspector \$24/hour (this is for any services provided above and beyond the permit fee paid by the heating device retailer/installer)

Any potential increases in the hourly rate must be authorized by NSAQMD in writing, thirty (30) days in advance of said increase. NSAQMD will also provide for equipment necessary, or provide reimbursement to City, to complete the Program, as authorized by NSAQMD. The maximum sum payable under this MOU for the five years of the grant (May 1, 2020 – April 30, 2025) is \$17,700. The amount paid to City shall constitute full payment for all services set forth herein. City shall not be reimbursed for any additional expenses incurred beyond this maximum amount without prior written agreement by

the NSAQMD. The City will not be required to provide services when those services will not be reimbursed.

3.2 City shall bill NSAQMD not more often than quarterly based upon the time spent on services rendered for that quarterly billing period. City agrees to provide a detailed invoice, including copies of timecards, separating charges as assigned to various tasks of field work and administration to NSAQMD by the fifteenth day following the end of the quarter. NSAQMD agrees to pay City within thirty (30) days of receipt of invoice.

3.3 NSAQMD retains the right to require proof of services performed or costs incurred prior to any payment under this Agreement.

4. Agreement Period

4.1 The conditions of this agreement shall remain in effect on a year-round basis with an effective date upon the final signatures by both parties.

4.2 This agreement may be canceled by either party upon serving thirty (30) days notice in writing to the other party.

4.3 This agreement shall be in effect until cancelled and may be amended by the further agreement of both parties.

5. City Employees

5.1 City employees shall perform the duties outlined in this MOU as City Employees, and not as employees of NSAQMD. City acknowledges that City is not entitled to any of NSAQMD's fringe benefits, including without limitation, paid holidays, life insurance, sick leave, or travel or any other expenses in connection with services performed hereunder.

5.2 Hiring and Supervision. The responsibility for hiring and supervision of all City employees, including establishing standards of performance, assignment of personnel, maintaining discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel shall remain with the City.

5.2 The City and District agree that neither Party is an agent or employee of the other Party for any purpose and is not entitled to any of the benefits provided by any Party to its employees. This MOU shall not be construed as forming a partnership or any other association or agency among the City and Department.

6. Ownership of Documents

City agrees to provide copies to NSAQMD, upon termination of this Agreement, all documents, drawings, photographs, and other written or graphic material, however produced, received from

NSAQMD and used by City in the performance of its services hereunder. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by City in connection with its performance of services hereunder shall be, and shall remain after termination of this Agreement, the property of NSAQMD and may be used by the NSAQMD for any purpose whatsoever. NSAQMD agrees that any future use of documents produced by City under the terms of this Agreement shall be at the sole discretion of the NSAQMD and City shall bear no liability for the decisions on whether and how to use such documents.

7. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of Plumas, California.

8. Hold Harmless

- 8.1 NSAQMD agrees to defend, indemnify and hold harmless City, its directors, officers, servants and agents for any and all reasonable expenses, claims, liabilities, lawsuits and judgments which may occur as a result of any negligent willful acts or omissions on the part of City, or its directors, officers, employees, and agents, in any way connected with the performance of its duties and obligations pursuant to the Agreement. This provision shall survive any termination of the Agreement.
- 8.2 City agrees to defend, indemnify and hold harmless the NSAQMD, its directors, officers, servants and agents for any and all reasonable expenses, claims, liabilities, lawsuits and judgments which may occur as a result of any negligent willful acts or omissions on the part of NSAQMD, or its directors, officers, employees, and agents, in any way connected with the performance of its duties and obligations pursuant to this Agreement. This provision shall survive any termination of this Agreement.
- 8.3 Each party shall be financially responsible for all damages and losses caused by the negligent or willful misconduct of that Party, its officers, and employees.
- 8.4 Neither Party shall be liable to the other Party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for the injury to or death of persons arising solely from any act or omission of the other Party's officers, agents, or employees.
- 8.5 A Party against whom any claim arising from any subject matter of this MOU is filed shall give prompt written notice of the filing of the claim to the other Party.

9. Notices

9.1 All notices relative to this MOU shall be given in writing and shall be personally served or sent by certified mail and become effective upon receipt. The Parties shall be addressed as follows, or at any other address designated by notice:

City: City Manager
PO Box 1225
Portola, CA 96122

NSAQMD: Air Pollution Control Officer
200 Litton Dr., #320
Grass Valley, CA 95945

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed, the day and year first-above written.

Northern Sierra Air Quality Management District



Air District Board, Chair

03/16/2022

Date




Gretchen Bennitt
Air Pollution Control Officer

3-1-2022

Date

City of Portola



Lauren Knox
City Manager

1/27/2022

Date