

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS County of Placer

TO: BOARD OF SUPERVISORS DATE: May 20, 2014
FROM: ^{YGD} KEN GREHM / CHUCK GORDON
SUBJECT: **AGREEMENT WITH PLACER COUNTY AIR POLLUTION CONTROL
DISTRICT FOR FLEET AIR QUALITY COMPLIANCE SUPPORT SERVICES**

ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution authorizing the Director of Public Works, with County Counsel and Risk Management's review and approval, to execute an agreement with the Placer County Air Pollution Control District (PCAPCD) in an amount not to exceed \$60,000 annually for support services relating to fleet compliance with California Air Resources Board mobile equipment requirements.
2. Authorize the Director of Public Works to sign the agreement and subsequent amendments. There is no net County cost.

BACKGROUND / SUMMARY

The Department of Public Works (DPW) has responsibility for management of the county-wide fleet vehicles and equipment. DPW's Fleet Services Division responsibilities include compliance with mobile equipment emission requirements established by the State of California Air Resources Board. County fleet size, age and diversity create challenges in complying with numerous and evolving emission programs and regulations. DPW proposes to retain the services of the PCAPCD to provide fleet air quality emission compliance support which include: a full mobile equipment inventory audit, determination of fleet regulatory compliance requirements, establishing a compliance database and maintenance plan, on-going ARB regulatory review. This annual agreement may be extended for up to three years by mutual agreement of the parties.

ENVIRONMENTAL

The proposed action is not a project and is therefore exempt from CEQA under Section 15061 (b)(3) of the CEQA Guidelines.

FISCAL IMPACT

The annual cost for services provided under this agreement will not exceed \$60,000 per year, for up to three years. Funding for this agreement is included in the Fleet Services Budget for FY 2014-2015.

Attachments: Resolution
Copy of Agreement w/Exhibits A-C

Before the Board of Supervisors County of Placer, State of California

In the matter of: A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AN AGREEMENT WITH COUNTY COUNSEL AND RISK MANAGEMENT'S REVIEW AND APPROVAL WITH THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT FOR SERVICES RELATING TO COMPLIANCE WITH CALIFORNIA AIR RESOURCES BOARD MOBILE AIR QUALITY REGULATIONS AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO APPROVE AND SIGN AMENDMENTS TO SAID AGREEMENT

Resol. No:.....

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held _____, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:
Clerk of said Board

Chair, Board of Supervisors

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board authorizes the Director of Public Works to execute an agreement with County Counsel and Risk Management's review and approval with the Placer County Air Pollution Control District, for up to a three year term, for services relating to compliance with California Air Resources Board mobile air quality regulations and authorizes the Director of Public Works to approve and sign amendments to said agreement.

**FLEET AIR QUALITY SUPPORT SERVICES
AGREEMENT**

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and Placer County Department of Public Works, a political subdivision of the State of California (hereinafter "DPW").

RECITALS

WHEREAS, DPW's Fleet Services Division has responsibility for management of county-wide fleet vehicles and equipment; and

WHEREAS, DPW's Fleet Services Division responsibilities include compliance with mobile equipment emission requirements established by the State of California Air Resources Board; and

WHEREAS, County fleet size, age and diversity creates challenges in complying with numerous and evolving emissions programs and regulations; and

WHEREAS, DPW desires to retain the services of the PCAPCD to provide fleet air quality emissions compliance support as described in Exhibit "A", subject to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, PCAPCD has the necessary expertise, experience and ability to competently complete the described services and is willing to perform such services.

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

1. Contract Period

- a) The term of this contract shall begin on the date signed by both parties and conclude one year from said date, unless terminated, extended or amended.
- b) This contract may be canceled by either party upon serving thirty (30) days' notice in writing to the other party.

2. Services

PCAPCD agrees, during the term of this AGREEMENT, to perform the services set forth below and in Exhibit "A" – Scope of Services (hereinafter "SERVICES").

3. Payment

- a) DPW agrees to pay for the services covered by this AGREEMENT pursuant to the payment schedule set forth in Exhibit "B"- Payment for Services Rendered and Exhibit

"C"- PCAPCD Standard Charge Rates.

- b) The amount paid to the PCAPCD shall constitute full payment for all services set forth herein. PCAPCD shall not be reimbursed for any additional expenses incurred beyond the maximum approved sum.
- c) PCAPCD shall invoice DPW on a quarterly basis for services performed under this AGREEMENT. DPW shall review and pay approved charges within 30 days of the invoice.
- d) Notwithstanding any other terms of this AGREEMENT, no payments shall be made to PCAPCD until DPW is satisfied that work of such value has been rendered pursuant to this AGREEMENT. However, DPW shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

4. Notices

- a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered and addressed to the parties as follows:

PCAPCD:

Placer County Air Pollution Control District
Attn: Air Pollution Control Officer
110 Maple Street
Auburn, CA 95603

DPW:

Ken Grehm, Director
Placer County Department of Public Works
3091 County Center Dr., #220
Auburn, CA 95603

- b) Any notice so delivered personally shall be deemed to be received on the date of delivery and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

5. Hold Harmless Indemnity

Each Party agrees to indemnify, defend and hold harmless the other party, and the officers, employees, agents and contractors of the other, from and against any claims, liabilities, costs or losses of any kind that arise from, or are alleged to arise from the Party's actions under or the performance of this MOU, except for any such loss, damage, injury or death to the extent caused by the active negligence or other wrongful conduct of the other Party.

6. Insurance Requirements

It is recognized that PCAPCD is a self-insured public agency, and as such provides coverage for General Liability, Errors & Omissions and Worker's Compensation. PCAPCD shall maintain said insurance in full force and effect during the term of this contract.

7. Facilities, Equipment and other Materials

Except as set forth herein PCAPCD shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this AGREEMENT. DPW shall furnish PCAPCD only those facilities, equipment, and other materials, as listed herein.

8. Non Discrimination

PCAPCD shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, sexual preference, or in contravention of any other protected classification or practice identified in the California Fair Employment and Housing Act; Government Code section 12900 et seq.

9. Records and Documents

- a) PCAPCD shall maintain at all times complete, detailed records with regard to work performed under this AGREEMENT, in a form acceptable to DPW, and DPW shall have the right to inspect such records at any reasonable time.
- b) All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by PCAPCD in connection with its performance of services hereunder shall be, and shall remain after termination of this AGREEMENT, the property of DPW and may be used by the DPW for any purpose whatsoever. DPW agrees that any future use of documents produced by the PCAPCD under the terms of this contract shall be at the sole discretion of the DPW and PCAPCD shall bear no liability for the decisions on whether and how to use such documents.

10. Independent Status

- a) PCAPCD shall perform this contract as an independent PCAPCD and not as an employee of DPW. PCAPCD acknowledges that PCAPCD is not entitled to any of the DPW's fringe benefits, including without limitation; paid holidays, life insurance, sick leave, or travel or any other expenses in connection with services performed hereunder. No part of the compensation payable to CONTRACTOR hereunder shall be deducted or withheld for payment of Federal or State income or other employment related taxes. It shall be the responsibility of CONTRACTOR to provide all coverage necessary for CONTRACTOR'S own benefit and not as an employee of DPW.
- b) Except as DPW may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of DPW in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this AGREEMENT to bind DPW to any obligation whatsoever.

11. Warranties

PCAPCD warrants that its services are performed, with the usual thoroughness and competence; in accordance with the standard for professional services at the time those services are rendered.

12. Assignment or Transfer

PCAPCD may assign any of its rights, burdens, duties, or obligations under this AGREEMENT only upon the prior written consent of DPW. Approval will be at the sole discretion of DPW.

13. Modification of Agreement

This AGREEMENT cannot be changed or supplemented orally, and may be modified or superseded only by written instrument executed by all parties.

14. Waiver

One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this AGREEMENT shall not operate as a waiver of any subsequent breach or default.

15. Entirety of AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT and understanding between the parties. There are no oral understandings, terms, or conditions, and no party has relied upon any representation, express or implied, not contained in this AGREEMENT. Any prior understandings, terms, or conditions are deemed merged into this AGREEMENT. This AGREEMENT is intended as the complete and exclusive statement of the parties' Agreement pursuant to Code of Civil Procedure section 1856.

16. Jurisdiction

This AGREEMENT, and the right and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this AGREEMENT, venue shall only be in the appropriate state or federal court having venue over matters arising in Placer County, California, provided that nothing in this AGREEMENT shall constitute a waiver of immunity to suit by DPW.

17. Exhibits

All exhibits to herein and attached hereto are fully incorporated by this reference.

The Parties so agree:

Placer County Air Pollution Control District

Thomas J. Christofk,
Air Pollution Control Officer

Date: _____

Placer County Department of Public Works

Ken Grehm,
Director of Public Works

Date: _____

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Payment for Services Rendered
- Exhibit C – PCAPCD Standard Charge Rates

EXHIBIT A

SCOPE OF SERVICES

The Placer County Air Pollution Control District (PCAPCD) will provide the Placer County Department of Public Works (DPW), Fleet Services Division with support in achieving compliance with applicable California Air Resources Board (CARB) mobile source related regulations. This will commence with an analysis of DPW fleet equipment in accordance with corresponding CARB regulations and coordinate with DPW staff to establish methods of compliance with such regulations. PCAPCD will provide advisory resources to successfully accomplish the following Work Description. It is anticipated that this support will remain in effect for a minimum three (3) year period commencing from its' initiation, but may be reduced or extended based upon agreements between PCAPCD and DPW management.

Work Description

The following highlights the tasks and work products PCAPCD will perform for DPW:

- Conduct a full inventory audit of fleet equipment and list each piece of equipment under its subject regulation(s), including its current compliance status and any other pertinent information.
- Work to determine the compliance obligations of DPW's fleet equipment.
- Identify potential areas of non-compliance and address those areas.
- Coordinate with DPW staff to ensure that the administrative and emission compliance requirements of the ARB's regulations are/will be achieved.
- Create a compliance plan and implementation schedule and assist in identifying a procedure for ensuring fleet compliance on an annual basis.

PCAPCD shall have the following responsibilities:

1. Designated Staff:
Provide a designated Liaison(s) to communicate with DPW for project development and coordination.
2. Fleet Inventory Assessment for Compliance:
In coordination with DPW staff, conduct an inventory audit of fleet equipment.
3. Compliance Plan:
Research the currently applicable administrative, reporting, and emissions compliance requirements for the equipment listed in the inventory audit. Determine the compliance obligation(s) for the equipment using the current resources available.

4. Documentation/ Database Tracking File:
Create a database tracking file that will provide DPW the base information for tracking and maintaining on-going compliance.

DPW shall have the following responsibilities:

1. Office Space:
Provide office space and County networked computer to the designated PCAPCD Liaison necessary to complete the above work.
2. Designated Staff:
Provide a designated Liaison to communicate with and provide access to DPW Fleet equipment and to make available requested documentation to PCAPCD staff.
3. Fleet Inventory Assessment Plan for compliance:
Identify fleet equipment to be included in the audit.
4. Compliance Plan:
DPW shall select the method of compliance that will be adhered to if more than one option is available.
5. Attaining and Maintaining Compliance:
DPW shall be responsible for reviewing the advisory recommendations provided by PCAPCD and taking the appropriate actions to attain and maintain compliance.

The PARTIES shall have the following responsibilities:

1. To meet periodically, at least semi-annually or more frequently if requested by either party, to discuss issues of mutual interest and concern that may arise in connection with the services provided pursuant to this agreement.
2. To review and determine level of effort and annual fees for the subsequent renewals of this agreement at least 90 days in advance of the renewal of this agreement.
3. To meet near the end of each permit term to perform a qualitative assessment to review the level of effort expended on the project in relation to the financial resources provided.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

All payment requests shall be subject to the following budget:

Proposed First Year Expenses (ARB Compliance Services Provided by PCAPCD)		
Item Description	Hours	Expenses*
1 Inventory Audit		
Field Inspections	100	7,573.00
Paperwork/Database Audit	172	13,025.56
Inventory Reconciliation	40	3,029.20
Item 1 Subtotal	312	23,627.76
2 Determine Fleet Regulatory Compliance Requirements		
Compliance Advocation/Communication with ARB	40	3,029.20
Fleet Compliance Determination for all Specified Regs.	120	9,087.60
Item 2 Subtotal	160	12,116.80
3 Generate a Compliance Database & Maintenance Plan		
Establish Compliance Database	100	7,573.00
Establish Procedures for Maintaining/Tracking Inventory	100	7,573.00
Research Alternative Compliance Options and Identify Prospective Cost Savings and/or Incentive Funding Opportunities	20	1,514.60
Item 3 Subtotal	220	16,660.60
4 Meetings/Trainings with Key DPW Personnel	70	5,301.10
Item 4 Subtotal	70	5,301.10
5 Routine ARB Regulatory Review	30	2,271.90
Item 5 Subtotal	30	2,271.90
Total	792	59,978.16

* Expenses based on an hourly rate of \$75.73 per staff hour.

Placer County Department of Public Works (DPW) agrees to pay Placer County Air Pollution Control (PCAPCD) up to a maximum sum of Sixty Thousand dollars (\$60,000.00) for the services provided to DPW as set forth in Exhibit A. Payment for PCAPCD services shall be made in four quarterly payments of Fifteen Thousand dollars (\$15,000.00) as set forth in Exhibit C. The fourth quarter billing shall be adjusted in accordance with the total number of hours expended on this project. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the scope of work. Actual hours for individual tasks may vary from those indicated in the table above.

Subsequent agreement renewal negotiations between PCAPCD and DPW management will take place at least 90 days prior to expiration of this agreement to evaluate the desire for renewal and the anticipated level of effort for services for the following year. The scope of services, budget, and payment provisions shall be revised as agreed upon in such negotiations for any subsequent renewals.

EXHIBIT C

**Placer County Air Pollution Control
Compliance Advisory Services**

Planning & Monitoring Standard Rate	Less Discounted Rate Amount	Air Pollution Control Specialist Adjusted Rate	Quarterly Payment in Advance
\$104.48/Hr.	-\$28.75	\$75.73/Hr.	\$15,000.00

Pricing above in accordance with the work described in Exhibit B

