

FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT
MEMORANDUM
06/02/2025

TO: FRAQMD BOARD OF DIRECTORS

FROM: Christopher D. Brown, AICP, APCO

SUBJECT: Approve MOU with Sutter County relating to the Feather River Air Quality Management District building remodel and authorize the APCO to execute related documents.

RECOMMENDATION:

Approve MOU with Sutter County relating to the Feather River Air Quality Management District building remodel.

ALTERNATIVE:

Provide Direction to Staff.

BACKGROUND:

For several years District staff have been working on plans to remodel the District building to provide proper working space to staff. Currently one employee's office is a conference room. Additionally access to the Board meeting room is very awkward. Finally, a lot of office space is wasted by the poor and inefficient layout of the building.

In the last year staff has worked with Sutter County to develop revised plans for the building.

Now that plans have been developed staff is proposing to enter into the attached MOU with Sutter County to oversee bidding and construction of the project.

The District Board will remain in control of all spending decisions and will award the final contract.

FISCAL IMPACT:

The District budget has funding set aside to pay for pre-bid work.

Construction expenses will be approved by the Board at a later date.

**MEMORANDUM OF UNDERSTANDING BETWEEN SUTTER COUNTY AND
THE FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT
FOR ENGINEERING SERVICES**

This Memorandum of Understanding (the "MOU") is entered on August 1, 2024 (the "Effective Date") by and between the County of Sutter ("COUNTY") and the Feather River Air Quality Management District ("FRAQMD"). The FRAQMD and the COUNTY, individually each a "PARTY", and jointly referred to herein as the "PARTIES."

RECITALS

WHEREAS the COUNTY has available certain employees and Professional Engineering Services agreements through the Sutter County Development Services Department, which may be of significant benefit on construction projects of the FRAQMD; and

WHEREAS both the COUNTY and FRAQMD are in favor of maximizing the public benefit that can be derived from the cooperative use of public resources; and

WHEREAS FRAQMD is desirous of contracting with COUNTY to provide Professional Engineering Services; and

WHEREAS the COUNTY is willing and able to provide said services to FRAQMD, and FRAQMD agrees to pay COUNTY for said services,

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree, covenant and promise as follows:

AGREEMENT

1. PROJECT DESCRIPTION

- a. COUNTY will provide professional engineering design services for the preparation of plans, specifications, and construction cost estimate (PS&E) for the project to remodel the FRAQMD office located at 541 Washington Avenue, Yuba City, California.
- b. Should a third-party consultant be necessary for specialized services, such as, but not limited to, compliance with Americans With Disabilities Act (ADA) requirements, structural engineering, mechanical engineering, etc., COUNTY will select consultant and coordinate work efforts for the preparation of plans.
- c. Upon approval of the plans and specifications by the FRAQMD Board of Directors, COUNTY shall conduct the bidding process in accordance with the California Public Contract Code and return to the FRAQMD Board of Directors for award of the contract.
- d. Following award of the contract, COUNTY shall provide construction management services for the project.

2. COMPENSATION

- a. COUNTY shall invoice FRAQMD for all SERVICES rendered pursuant to this MOU.
- b. COUNTY's invoice shall provide a detailed report of all time and costs associated with provisions of the following SERVICES. Labor rates shall be fully burdened hourly rates, including reasonable overhead, based on actual COUNTY costs experienced.
- c. The total amount payable under this MOU for design and construction management services shall not exceed \$100,000.00.
- d. COUNTY to provide notice to FRAQMD if and when total amount payable under this MOU reaches 90% of the not to exceed amount described in Section 2(c). Upon receiving the notice, COUNTY and FRAQMD will seek an amendment to this MOU to cover reasonable and necessary additional costs.

3. TERM OF AGREEMENT

The term of this MOU shall commence on August 1, 2024 and continue in full force and effect through June 1, 2027.

4. AMENDMENT

The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.

5. HOLD HARMLESS

To the fullest extent permitted by law, FRAQMD shall defend, indemnify, and hold harmless COUNTY, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the COUNTY, its officers, agents, or employees. FRAQMD responsibility for such defense and indemnity obligations shall survive the termination or completion of this MOU.

6. ENTIRE UNDERSTANDING

This MOU comprises the entire written understanding between COUNTY and FRAQMD and there are no other warranties or promises other than those contained in this written document. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. FRAQMD specifically acknowledges that COUNTY relies solely upon the provisions contained in this MOU and no others.

7. GOVERNING LAWS

The laws of the State of California shall govern construction of this MOU.

8. VENUE

Each party agrees that the proper venue for any action brought in court or by arbitration (if arbitration is agreed to by both parties) will be in Sutter County, California.

9. TERMINATION

Both parties shall have the right to terminate this MOU upon thirty (30) days' written notice of such termination.

FRAQMD shall pay COUNTY the reasonable value of services rendered to date pursuant to this MOU in addition to any amount previously billed by COUNTY, not to exceed the amount documented by COUNTY as work completed to date.

COUNTY may terminate this MOU immediately upon written notice should funding for this MOU either cease or be materially decreased.

10. NOTICES

Any notices required under this MOU shall be in writing and shall be deemed to have been fully served if delivered in person to the party for whom it is intended or sent by first class mail to the address of the person for whom it is intended as specified in this MOU:

County of Sutter
Neal Hay, Director
Sutter County Development Services
1130 Civic Center Boulevard
Yuba City, California 95993

Feather River Air Quality Management District
Christopher Brown, APCO
541 Washington Avenue
Yuba City, California 95991

IN WITNESS WHEREOF, COUNTY and FRAQMD have executed this agreement on the day and year set forth below.

DATED: _____

DATED: _____

FEATHER RIVER AIR QUALITY
MANAGEMENT DISTRICT

COUNTY OF SUTTER

Christopher Brown, APCO

Board Chairman

