

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

Headquarters

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Grass Valley, CA 95945

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Gretchen G. Bennitt, APCO

Northern Field Office

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NORTHERN SIERRA

AIR QUALITY MANAGEMENT DISTRICT

BOARD OF DIRECTORS

REGULAR BOARD MEETING

MONDAY

May 20, 2019

1:00 p.m.

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT
BOARD OF DIRECTORS REGULAR MEETING

May 20, 2019

1:00 p.m.

This meeting will be held by videoconference/teleconference at the
following locations:

(Site A) VIDEOCONFERENCE/TELEPHONE CONFERENCE

Northern Sierra Air Quality Management District (Headquarters)

200 Litton Drive, Conference Room 316

Grass Valley, California

(Site B) VIDEOCONFERENCE/TELEPHONE CONFERENCE

Northern Sierra Air Quality Management District (Northern Office)

257 E. Sierra Street, Unit E

Portola, California

All items on the agenda may be acted upon by the Board of Directors. No action will be taken nor discussion held at the meeting on business not appearing on the posted agenda.

I. **Standing Orders:**

Call to Order.

Roll call and determination of quorum.

II. **Public Comment:** For items **NOT** appearing on the agenda and within the jurisdiction of the Board. The public may comment on Agenda items as they are discussed.

III. **Consent Calendar** These Items Are Expected to Be Routine and Noncontroversial. They Will Be Acted on By the Board at One Time Without Discussion. Any Board Member, Staff Member, or Interested Party May Request That an Item Be Removed From the Consent Calendar for Discussion.

A. Approval of regular meeting minutes – April 22, 2019 *Page 5*

IV. **Administrative Report**

A. Transfer Remaining AB 2766 Funds Into Current Year of AB2766 Grant *Page 9*

B. Public Hearing for District's FY 2019-2020 Capital and Operating Budget *Page 10*

C. Ratify Agreement for Rx Fire Grant of \$79,526 *Page 51*

D. Resolution and Ratification of Agreement for 2nd round of administrative funding for AB197 funding for \$8,583 *Page 71*

V. **Director's Report**

A. Status on Portola PM2.5 Nonattainment Area *Page 94*

B. Green Waste *Page 95*

VI. Concerns of Board - The Board may at this time bring up matters it wishes to discuss at the next Board Meeting, as long as no discussions are conducted and no actions are taken, in compliance with the Brown Act.

VII. Schedule next Meeting – June 24, 2019 – IN PERSON MEETING IN PORTOLA!!!!

VIII. Adjournment

PERSONS DESIRING TO ADDRESS THE BOARD

Meetings of the Board of Directors shall be conducted by the Chairperson in a manner consistent with the policies of the District. The latest edition of Robert's Rules of Order, Revised shall also be used as a general guideline for meeting protocol. District policies shall prevail whenever they are in conflict with Robert's Rules of Order, Revised.

All Board meetings shall commence at the time stated on the agenda and shall be guided by same.

PUBLIC COMMENT:

Provisions for permitting any individual or group to address the Board concerning any item on the agenda of a special meeting, or to address the Board at a regular meeting on any subject that lies within the jurisdiction of the Board of Directors, shall be as follows:

Three (3) minutes may be allotted to each speaker and a maximum of fifteen (15) minutes to each subject matter;

No boisterous conduct shall be permitted at any Board meeting. Persistence in boisterous conduct shall be grounds for summary termination, by the Chairperson, of that person's privilege of address.

No oral presentation shall include charges or complaints against any District employee, regardless of whether or not the employee is identified in the presentation by name or by another reference which tends to identify. All charges or complaints against employees shall be submitted to the Board of Directors under provisions contained in District Policy 1030.

Willful disruption of any of the meetings of the Board of Directors shall not be permitted. If the Chairperson finds that there is in fact willful disruption of any meeting of the Board, he/she may order the room cleared and subsequently conduct the Board's business without the audience present. In such an event, only matters appearing on the agenda may be considered in such a session.

After clearing the room, the Chairperson may permit those persons who, in his/her opinion, were not responsible for the willful disruption to re-enter the meeting room.

Duly accredited representatives of the news media, whom the Chairperson finds not to have participated in the disruption, shall be admitted to the remainder of the meeting.

Members of the public are given the opportunity to address the Board of Directors directly at each teleconference location.

POSTING AGENDA:

This agenda was posted at least 72 hours prior to the regular meeting at the following locations: Eric Rood Government Center in Nevada City, The Plumas County Courthouse in Quincy, the Litton Building in Grass Valley, the Plumas County Board of Supervisors Chambers in Quincy, Sierra County Courthouse Square in Downieville. **The agenda and board packet are available on-line prior to the Board Meeting at www.myairdistrict.com**

To: Northern Sierra Air Quality Management District Board of Directors

From: Gretchen Bennitt, Air Pollution Control Officer

Date: May 20, 2019

Agenda Item: III.A

Agenda Description: Approval of regular meeting minutes – April 22, 2019

Requested Action: The minutes are attached for Board comment/approval

ROLL CALL VOTE REQUESTED

Attachments:

1. April 22, 2019 minutes

DISTRICT HEADQUARTERS

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MINUTES

**NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT
BOARD OF DIRECTORS REGULAR MEETING**

April 22, 2019

1:00 p.m.

(Site A) VIDEOCONFERENCE/TELEPHONE CONFERENCE

Northern Sierra Air Quality Management District (Headquarters)

200 Litton Drive, Conference Room 316

Grass Valley, California

(Site B) VIDEOCONFERENCE/TELEPHONE CONFERENCE

Northern Sierra Air Quality Management District (Northern Office)

257 E. Sierra Street, Unit E

Portola, California

Members Present:

**Supervisor Scofield, Chair
Supervisor Anderson, Vice Chair
Supervisor Roen
Supervisor Huebner
Supervisor Sanchez
Supervisor Thrall**

Members Absent:

none

I. Standing Orders:

Call to Order. Roll Call and Determination of Quorum.

Chair Scofield called the meeting to order at 1:01 P.M. A quorum was confirmed. Gretchen Bennitt, APCO; Julie Ruiz, APCSII, Dawn Lunsford, Accounting Clerk/Administrative Assistant were also in attendance.

II. Public Comment: For Items NOT Appearing on the Agenda and Within the Jurisdiction of the Board. The Public May Comment on Agenda Items As They Are Discussed. Both Teleconference Sites are Allowed an Opportunity for Public Comment.

Chair Scofield called for public comment. There was no public present at either site.

III. Consent Calendar These Items Are Expected to Be Routine and Noncontroversial. They Will Be Acted on By the Board at One Time Without Discussion. Any Board Member, Staff Member, or Interested Party May Request That an Item Be Removed From the Consent Calendar for Discussion.

A. Approval of regular meeting minutes – March 25, 2019

There was a motion by Supervisor Huebner to approve the consent calendar. Supervisor Anderson seconded the motion. The motion was approved unanimously with a roll call vote.

IV. Administrative Report

A. Approval of Northern Sierra Air Quality Management District's AB 2766 DMV Surcharge Fund Program RFP for 2019-2020 Grant Cycle

There was a motion by Supervisor Huebner to approve the consent calendar. Supervisor Roen seconded the motion. The motion was approved unanimously with a roll call vote.

B. Ratify Contract #CMP 2019-01 Between Northern Sierra Air Quality Management District and Goicoechea Sierra Valley Ranch

There was a motion by Supervisor Roen to approve the ratification of the contract. Supervisor Huebner seconded the motion. The motion was approved unanimously with a roll call vote.

C. Approve Agreement between the District and CARB and Resolution # 2019-04 for authorizing the acceptance of funds for the District's Smoke Management Program.

There was a motion by Supervisor Thrall to approve both Resolution # 2019-04 and give the APCO the authority to sign the agreement between CARB and the District. Supervisor Roen seconded the motion. The motion was approved unanimously with a roll call vote.

D. Quarterly Financial Report for period ending March 31, 2019

After a short discussion, there was a motion by Supervisor Anderson to approve the report. Supervisor Roen seconded the motion. The motion was approved unanimously with a roll call vote.

E. Recommendation to hire two new Air Pollution Specialists

Following a discussion, Supervisor Sanchez made a motion for the District to hire two new Air Pollution Specialists upon approval of the FY 19-20 budget. Supervisor Roen seconded the motion. The motion was approved with a roll call vote.

V. Director's Report

A. Status on Portola PM2.5 Nonattainment Area

Ms. Ruiz gave an update on the recent Woodstove Fair. It was a great success with a good turnout. Julie reported she has already received 43 applications since the Fair. Ms. Bennitt reported that the EPA is requesting that the City of Portola revise their adopted woodstove ordinance to lower the mandatory curtailment threshold from 30 ug/m³ to 20 ug/m³. Ms. Bennitt also discussed that the City of Portola is considering adopting an ordinance that would curtail open burning. It was discussed that with the adoption of an open burning curtailment, it would make it more likely that 20 ug/m³ might not be expected to be reached, and thus, less mandatory curtailment days for residential fireplaces and uncertified woodstoves.

B. Green Waste

Ms. Bennitt discussed alternatives to burning green waste in all three counties. Since the Nevada County Fire Safe Council is hosting free green waste drop off days with a grant from CAL FIRE, Plumas and Sierra Counties requested information on this. Specifically, they requested where was the funding coming from?

C. Forest Health Issues

Ms. Bennitt discussed various legislation concerning Forest Health.

V. Concerns of the Board

There were no concerns of the Board.

VI. Schedule next Meeting – Next meeting was scheduled for May 20, 2019.

VIII. Adjournment

The meeting was adjourned at 2:25 P.M.

From: Gretchen Bennett, Air Pollution Control Officer

Date: May 20, 2019

Agenda Item: IV.A

Agenda Description: Transfer Remaining AB 2766 Funds Into Current Year of AB2766 Grant

Issues:

Three separate contracts for AB2766 funding for the Nevada County Library have been completed. However, there is a minor amount of funds that were earmarked for the project that were not used. Nevada County Library submitted final reports for each of the contracts.

The three accounts and amounts are as follows:

Nevada County Library Chicago Park Kiosk (AB2014-09)	\$3,360
Nevada County Library (AB 2015-06)	\$ 113
Nevada County Library (AB2016-02)	\$ 2,722

Requested Action:

1. Transfer the amounts left over in the three Nevada County Library Accounts to the AB2766 Grant Allocations for Nevada County

ROLL CALL VOTE REQUESTED

Attachments:

1. none

To: Northern Sierra Air Quality Management District Board of Directors
From: Gretchen Bennett, Air Pollution Control Officer
Date: May 20, 2019

Agenda Item: IV.B

Agenda Description: Public Hearing for District's FY 2019-2020 Capital and Operating Budget

Issues:

Reserves (Fund Balance Accounts)

Prudent fiscal management requires careful budgeting and stringent budget control to avoid over-expending. Successfully staying under budget for all budget line items means that fund balances (in the form of reserves) will occur at year-end. Such fund balances are saved in reserves for various uses, such as equipment replacements, litigation, contingencies, leave liability, etc. It is prudent that the reserves are placed in earmarked and encumbered fund balances. The Board approves the fund balances with the adoption of the budget. Program needs justify budgeting expenditures that sometimes exceed expected revenue on a short-term basis. Spending down reserves is then prudent, rather than increasing fees sporadically, as long as short-term short-falls don't place the District in a precarious fiscal position. Timely program cuts or revenue adjustments would eventually be needed to prevent over-erosion of reserves.

The rule of thumb is to keep at least 3 months worth of expenses in reserves. Total monthly expense is estimated to be \$77,000/month, based upon average monthly expenditures. Three months equals \$231,000. As of this date, the reserves or fund balance accounts equals \$1,053,942.

For this fiscal year, it is projected that Revenue will exceed Expenditures by \$194,840. This amount is projected to increase the Reserves (fund balance amounts) by \$194,840 at the end of FY 19-20.

Operating Budget

Overall, Revenues exceed Expenditures by \$194,840. There is an increase of \$175,110 of predicted revenue from last year's budget. The most significant increase is from a Prescribed Fire grant of \$79,000 to run the prescribed fire program. Another significant increase is from the EPA (\$49,698) to fund a new position in Portola to assist with the Woodstove Changeout Program.

There is an estimated increase of total expenditures from the previous fiscal year of \$152,637. The most significant increase is from the addition of two new Air Pollution Specialists - estimated increase for the two additional employees is approximately \$130,000.

Restricted Budget

The Restricted Grants Budget is solely for pass-through grants from the State of California or the Federal Government (U.S. Environmental Protection Agency) to reduce air pollution emissions in areas where public health is most impacted. The District will be administering this budget through a variety of grant programs, incentives, rebates and public education in cooperation with other local agencies and businesses. For a detailed breakdown of all line items for the Restricted Grant Budget, please refer to the restricted budget spreadsheet.

Requested Action:

1. Open a public hearing to receive comments on the District's Preliminary FY 2019-2020 Budget
2. Provide direction to staff on Preliminary FY 2019-2020 Budget

Attachments:

1. District's Preliminary FY 2019-2020 Budget
2. Background Information - Hiring 2 new APCSIs
3. Position Description for APCSIs
4. Overall plan for 2019-2020

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**FISCAL YEAR 2019/2020
CAPITAL BUDGET
Preliminary**

May 20, 2019

EXECUTIVE SUMMARY

The District's Capital Budget is comprised of two major components - 1) the Restricted Grants Budget and the 2) Operating Budget. Each budget has two separate fund accounts to facilitate the tracking of funds in both budgets and to allow the public better comprehension of the District's overall capital budget. A line-item spreadsheet of both the Restricted and Operating Budgets follows.

RESTRICTED GRANTS BUDGET

The Restricted Grants Budget is solely for pass-through grants from the State of California or the Federal Government (U.S. Environmental Protection Agency) to reduce air pollution emissions in areas where public health is most impacted. The District will be administering this budget through a variety of grant programs, incentives, rebates and public education in cooperation with other local agencies and businesses. For a detailed breakdown of all line items for the Restricted Grant Budget, please refer to the restricted budget spreadsheet.

AB2766 Grant Programs

The District administers the State's AB2766 DMV surcharge grant money to worthwhile projects throughout all three counties of the District. This funding comes from a DMV surcharge fee for each registered vehicle in each county. Nevada and Plumas County charge a fee of \$4/vehicle. Sierra County charges a fee of \$2/vehicle.

Project proponents go through a sometimes competitive process to request full or partial sponsorship for projects which reduce vehicle emissions. \$261,735 of AB2766 funding is slated for approval to be used during Fiscal Year 2019/2020 for projects throughout all three counties. Final grant approvals will be made in September or October 2019. After the Board allocates funds for individual AB projects, any funds which are not allocated to a project go into each county's AB 2766 total allocation account as carryover. These amounts will be added back in to each county's AB allocation in time for the following year's Board approval of projects.

In addition to the FY 2019/2020 AB projects, there is \$248,382 expected to be expended for various encumbered projects. These funds are earmarked in the Restricted Grants Fund Balance.

AB923 DMV Surcharge Fees and Programs

AB923 is only implemented in Plumas County. This funding comes from a DMV surcharge fee of \$2 per each vehicle registered in the county. The District receives 6.25% as an administrative fee. This year, the District expects to receive approximately

\$50,000, \$3,125 is utilized for administrative funding. This funding is to be utilized for replacing old diesel school buses per the state's Lower Emission School Bus program or for reducing heavy duty diesel emissions, similar to the Carl Moyer program. Recently the state has approved that this funding can also be utilized for infrastructure for alternatively fueled, low emission school busses. The current fund balance of AB923 funding is \$219,914 providing a total of \$264,914 available for expenditure during FY 2019/2020.

Carl Moyer Heavy Duty Diesel Emission Reduction Program

The District administers the State's Carl Moyer Heavy Duty Diesel Program throughout all three counties in the District. This program is intended to provide incentives to owners of heavy duty diesel engines to retrofit these engines to lower emitting models. This is easily one of the most cost-effective and pollution reducing programs that the State sponsors and the District administers.

For fiscal year 2019/2020, the District expects to receive revenue of Carl Moyer funding of \$200,000. The District receives 12.5% administrative fee, leaving \$175,000 for the grant program and \$25,000 administrative fee which is revenue for the internal operating budget. The current fund balance amount of Carl Moyer funding is \$67,478. An estimate of \$5,000 is expected to be earned on the interest, which goes back into the program. This provides a total \$247,478 available for expenditure during FY 2019/2020.

EPA's Targeted Air Shed Grant

The Air District was approved for a \$2.48 million grant from the U.S. Environmental Protection Agency (U.S. EPA) to reduce air pollution from residential woodstoves. The grant is part of the U.S. EPA's 2015 Targeted Air Shed Grant Program intended to improve air quality in areas of the U.S. with the highest levels of pollution.

In January 2015, the U.S. EPA designated the City of Portola and surrounding parts of Plumas County as a federal nonattainment area for the annual PM2.5 health-based standard. PM2.5 is the fine particle pollution found in smoke. Studies indicate that the main source of smoke in Portola is from residential woodstoves and fireplaces.

U.S. EPA grant funds are administered by the Air District and the California Air Resources Board for a five-year voluntary residential wood stove replacement program to encourage owners to replace older wood stoves with cleaner burning devices and significantly improve air quality and public health in the Portola area.

This will be a five year program (2016-2021) based upon a reimbursement basis from EPA. Estimates were based upon how much would be spent and reimbursed for each of the five years. The amount of \$1,992,000 for woodstove replacements in the nonattainment area is not to be exceeded over five years. The district estimates that

approximately \$398,400 per year will be expended to replace stoves in the nonattainment area. The District estimates approximately \$75,000 per year will be reimbursed for administrative uses annually.

H&S Woodstove Mitigation Fund

EPA had a settlement with H&S which required H&S to pay a local air district \$400,000 to be used for a woodstove changeout program in a federal nonattainment area. EPA referred H&S to Northern Sierra Air District. An agreement was approved and ratified by the Air District Board during a March 2016 Board meeting. The District had a one-time revenue of \$360,000 deposited into the District's restricted account. Additionally, the District received a one-time revenue of \$40,000 to be deposited into the District's operating budget during FY 2015/2016. Currently there is \$106,342 remaining in this account, or enough to supplement the change out of approximately 118 stoves.

Voluntary Nox Reduction Measure (VNRM)

The State California Air Resources Board has awarded various air districts a grant which shall be used to "voluntarily remediate potential past emissions through remedial measures supporting air district-level NOx mitigation projects targeting engines, such as the replacement of existing diesel engines with low Nox engines." The VNRM program is modeled on the criteria and requirements in the Moyer Guidelines. The District has signed the agreement with CARB and has requested \$66,464 of funds to be utilized for local projects.

FARMER Shared Pool

California's state legislature allocated \$35 million to the California Air Resources Board (CARB) from Fiscal Year 2017-2018 through Assembly Bill 134 and 109. CARB staff developed the Funding Agricultural Reduction Measure for Emission Reductions (FARMER) Program to meet the Legislature's objectives and help meet the State's criteria, toxic and greenhouse gas emission reduction goals. CARB created a Shared Allocation Pool of funding (\$5 million) that was specifically designated for 18 air districts with less than one percent of statewide agricultural equipment emission inventory to ensure farmers in those districts have the opportunity to access FARMER funding. The Shared Allocation Pool is managed by the Placer County Air Pollution Control District (Placer APCD) and the California Air Pollution Control Officers Association (CAPCOA) in accordance with the grant provisions outlined in the agreement between CARB and Placer APCD and provisions outlined in the subsequent agreement between CAPCOA and Placer APCD. Placer APCD will enter into independent contracts with Northern Sierra Air District. The District is applying for FARMER funding through CAPCOA and anticipates that \$100,000 will be received as revenue and expended on FARMER projects in FY 2019-2020.

AB617

Assembly Bill 109 provides funding for the Community Air Protection Program. Assembly Bill 109 approved the Cap-and-Trade Expenditure Plan which appropriated approximately \$1.6 billion in discretionary funds. The Northern Sierra Air Quality Management District has been approved by the California Air Resources Board (CARB) for a grant under the Community Air Protection Program. The grant award is for expenses necessary for implementation of Assembly Bill 617. The District expects a revenue of \$22,659 of funds under the Community Air Protection Program for Fiscal Year 2019-2020.

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

Restricted Budget
Preliminary Fiscal Year 2019 - 2020

Restricted Budget, Fund Balance			
Account #	Description	FY 2018-2019	FY 2019-2020
20-3901	Restricted Funds, AB2766 Encumbered	309,999	248,382
20-3902	Planned Expenditures, AB2766 Total Allocation - Nevada County	178,195	185,331
20-3903	Planned Expenditures, AB2766 Total Allocation - Plumas County	35,267	70,683
20-3904	Planned Expenditures, AB2766 Total Allocation - Sierra County	5,672	5,721
20-3906	Planned Expenditures, Carl Moyer	223	67,478
20-3908	Planned Expenditures, AB923	170,800	214,914
20-3910	Planned Expenditures, H&S Mitigation	180,000	109,291
Restricted Budget, Fund Balance Accounts Totals:		\$880,156	\$901,800

Restricted Budget, Revenue			
Account #	Description	FY 2018-2019	FY 2019-2020
20-4500	Govt. Funding, AB 2766 DMV Fees (60% for District Admin)	240,000	240,000
20-4505	Govt. Funding, AB923 (6.25% for district admin)	50,000	50,000
20-4518	Govt. Funding, Carl Moyer HD Diesel (12.5% for district admin)	175,000	175,000
20-4535	Govt. Funding, WRP (~10% for district admin)	292,500	0
20-4536	WRP interest	1,000	1,000
20-4541	Nox Reduction Measure (NRM)	0	70,212
20-4542	FARMER Pooled Share	0	100,000
20-4543	Rural Assistance Program (RAP)	80,000	80,000
20-4538	AB 617	20,183	22,000
20-4539	AB 617 interest	100	100
20-4529	Govt. Funding, EPA Target Grant for Portola	398,400	398,400
20-4600	Other Income, Interest, Restricted (Carl Moyer)	4,299	5,000
Restricted Budget, Revenue Total:		\$1,261,482	\$1,141,712

Restricted Budget, Expenditures			
Account #	Description	FY 2018-2019	FY 2019-2020
20-5403	Plumas County Public Works (AB2017-02)	36,338	5,088
20-5440	Portola PM Mitigation(AB2015-08, 33,211 plus 5499 transferred from 588-200-39)	28,054	31,922
20-5442	Portola MOU (AB2016-08)	27,505	27,505
20-5402	Hansen Bros Enterprises (AB 2018-02, \$25,000)	25,000	25,000
20-5402	Town of Truckee (AB 2018-03, 67,696)	67,696	67,696
20-5402	Town of Truckee (AB 2018-04, \$39,542)	39,542	39,542
20-5402	Foster and Sons (AB 2018-05, \$26,457)	26,457	26,457
20-5402	Nevada City Police Dept (AB2018-06, \$19,500)	19,500	19,500
20-5402	Inc Senior Citizens of Sierra County (AB2018-01, \$5672)	5,672	5,672
20-5401	AB2766 Planned Expenditure of All Counties (FY 19/20)	219,134	261,735
20-5406	Carl Moyer	176,223	247,478
20-5409	AB 923	220,800	264,914
20-5410	EPA Target Grant for Portola	398,400	398,400
20-5414	WRP	292,500	41,827
20-5417	Nox Reduction Measure (NRM)	-	70,212
20-5415	AB617	20,183	42,000
20-5413	H&S Mitigation Fund	180,000	106,342
Restricted Budget, Expenditures Totals:		1,783,004	\$ 1,681,290

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OPERATING BUDGET

The second major portion of the District's overall capital budget is the internal Operating Budget which is outlined in detail in the Operating Budget spreadsheet.

Operating Revenue

Overall, Revenues exceed Expenditures by \$194,840. There is an increase of \$175,110 of predicted revenue from last year's budget. The most significant increase is from a Prescribed Fire grant of \$79,000 to run the prescribed fire program. Another significant increase is from the EPA (\$49,698) to fund a new position in Portola to assist with the Woodstove Changeout Program. Other increases to existing revenue sources are as follows: \$4,104 increase to County Contribution, \$20,000 increase in admin fees for Portola Woodstove Changeout Program, \$4,242 for a new grant program (NRM), \$20,000 from the Prescribed Fire Grant for collecting monitoring information, \$15,000 for administrative fees \$15,00 for a new Carl Moyer-like program for farm equipment (FARMER), and \$15,000 increase in interest.

AB 2766 revenue is 33% of total operating revenue. Last year, AB revenue was 40% of total revenue. This revenue is used internally for activities that are related to clean air planning and technical studies necessary to implement the California Clean Air Act, and these technical activities should be funded by AB 2766 funds proportionate to the relative contribution of mobile source emissions.

General Administration, the Smoke Management Program, the Planning Program, and the Air Monitoring Program don't have adequate fees to cover costs, and so are supported with State Subvention, county contributions, and miscellaneous revenue line items.

Operating Expenditures

There is an estimated increase of total expenditures from the previous fiscal year of \$152,637. The increase is primarily due to an increase of \$137,940 in the Salaries and Benefits object level. This increase includes the addition of two new Air Pollution Specialists, estimated increase for the two additional employees is approximately \$130,000. Other increases are ozone monitoring expenses of \$5,000 and \$27,000 increase to the Accounting line item.

The District provides certain postretirement healthcare benefits, as established by Board Policy, to eligible employees through a single-employer plan governed by the Public Employees' Medical & Hospital Care Act (PEMHCA) and administered by the District. Employees who retire from the District shall be eligible to be enrolled in a PERS-provided health insurance plan. If the retiree is enrolled in a PERS-provided

health insurance plan, the District shall pay 100% of the first \$9,600 of the retiree's annual premium. Employees hired after July 1, 2014 shall still be eligible to be enrolled in a PERS-provided health insurance plan upon retirement, but the District shall pay 0% of the retiree's annual premium, upon retirement.

The District has two separate accounts to express health insurance expenditures. Account #10-5017 is for retired employees, and Account #10-5016 is for current employees. However, two current employees have elected not to utilize the PERS-provided health benefits plan. According to District Policy, in recognition of the subsequent cost savings to the District, the District will pay the employees 40% of the premium costs saved by the District, or \$3,840, whichever is less. Since there are two employees electing not to utilize the PERS provided plan, this total amount is \$7,680. This \$7,680 expenditure is not included in the Health Insurance expenditure, instead it is included in Account #10-5021 TaxMed.

Fund Balance Accounts (Reserves)

Prudent fiscal management requires careful budgeting and stringent budget control to avoid over-expenditure. Successfully staying under budget for all budget line items means that fund balances (in the form of reserves) will occur at year-end. Such fund balances are saved in reserves for various uses, such as equipment replacements, litigation, contingencies, leave liability, etc. It is prudent that the reserves are placed in earmarked and encumbered fund balances. The Board approves the fund balances with the adoption of the budget. Program needs justify budgeting expenditures that sometimes exceed expected revenue on a short-term basis. Spending down reserves is then prudent, rather than increasing fees sporadically, as long as short-term short-falls don't place the District in a precarious fiscal position. Timely program cuts or revenue adjustments would eventually be needed to prevent over-erosion of reserves. The rule of thumb is to keep at least 3 months worth of expenses in reserves. Total monthly expense is estimated to be \$77,000/month, based upon average monthly expenditures. Three months equals \$231,000. For this fiscal year, it is projected that Revenue will exceed Expenditures by \$194,840. This amount is projected to increase the Reserves (fund balance amounts) by \$194,840.

The District has committed to adding \$50,000 annually to the District's Other Post-Employment Benefits (OPEB) account. This account will increase by \$50,000 annually as required by GASB45. GASB 45 determines the annual OPEB financial obligations based upon the current number of eligible employees and retirees. The net OPEB obligation at the end of the year 2018 was determined to be \$884,064. The District's financial auditor recommended and the Board of Directors agreed that the District expend at least \$50,000/annually and add it to the Fund Balance specific to account until the obligation is fulfilled. The District plans to expend another \$50,000 during FY19/20, bringing the total OPEB amount to \$250,000. This expense of \$50,000 will be repeated annually until the District's annually determined OPEB obligation is met.

1. Equipment Replacements

\$4,000 will be expended to purchase office equipment such as two new computers. The District keeps a list of equipment and their respective depreciation rates.

2. Air Monitoring Program

The Air District receives \$59,500 from the Environmental Protection Agency for the continued operation of the District's Federal Reference Method (FRM) Network for particulate matter. The District will also continue to pay rent for its monitoring laboratory and purchase miscellaneous equipment to continue to run its existing air quality monitoring network.

3. Public Education

The District will utilize \$5,000 to fund its public education program for FY 2019-2020. This includes purchasing ads for emission reductions, incentive and grant programs.

Summary

Expected operating revenue exceeds expected operating expenditures by \$194,840. The funds received in previous years are encumbered in the District's fund balance accounts, and will be utilized to demonstrate a balanced budget in the final summary, if needed. Although the preliminary budget demonstrates an overall increase to the District's Fund Balance by revenues exceeding operating expenditures, this is crucial to the continuance of the Air District's services. This predicted increase in the fund balance will assist the District to continue its services in case of any unexpected decreases in revenue in the future.

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NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT
Preliminary Operating Budget
Fiscal Year 2019 - 2020

Resource Report	
03/31/19	\$ 1,053,942
	-

Fund Balance Accounts		<i>(Used to track earmarked or encumbered funds)</i>	
Account #	Description	FY 2018-2019	FY 2019-2020
10-3901	General Fund, Undesignated	-	-
10-3903	Other Post-Employment Benefits	200,000	250,000
10-3904	Equipment Replacements / Depreciation	154,000	24,000
10-3905	Leave Liability	55,000	55,000
10-3906	Air Monitoring Program	100,000	50,000
10-3907	Public Education Program	5,000	5,000
10-3908	Contingency, Leashold Improvements	75,000	200,000
10-3909	Contingency, Emergency Funds	113,000	279,942
10-3910	Contingency, Litigation	100,000	190,000
Fund Balance Accounts Totals		802,000	1,053,942

Revenue		FY 2018-2019	FY 2019-2020
Account #	Description		
10-4002	Fees, Permit to Operate	30,000	30,000
10-4004	Fees, Vapor Recovery	20,000	20,000
10-4005	Fees, Variance Application	500	500
10-4006	Fees, Source Test	2,000	2,000
10-4007	Fees, Prescribed Burning	25,000	25,000
10-4008	Fees, Woodstove Inspections	2,000	2,000
10-4010	Fees, Title V, Fed Op Permit	65,000	65,000
10-4013	Fees, Fire Dept Response	1,500	1,500
10-4100	Penalties, Permitted Source	10,000	10,000
10-4101	Penalties, Open Burning	2,500	2,500
10-4201	Gov't Funding, State Subvention	137,600	137,600
10-4202	Gov't Funding, Subvention Supplemental	3,500	3,500
10-4203	Gov't Funding, County Contribution	58,565	62,669
10-4204	Gov't Funding, EPA Monitoring	59,500	59,500
10-4205	Gov't Funding, EPA Monitoring Supplemental	-	-
10-4206	Gov't Funding, AB 2766 DMV Fees	360,000	360,000
10-4207	Gov't Funding, PERP Pass thru	18,000	18,000
10-4208	Gov't Funding, AB 923 Operating	3,125	3,125
10-4209	Gov't Funding, EPA Target 2015	55,000	75,000
10-4214	Gov't Funding, EPA Target 2015 Burnwise Coordinator		49,698
10-4221	Gov't Funding, Nox Remediation Measure, Admin Fee		4,242
10-4211	Gov't Funding, AB 197	18,267	8,583
10-4213	Rx Fire Funding, Staff		79,000
10-4212	Rx Fire Funding, Monitoring		20,000
10-4215	Carl Moyer, Admin Fee	25,000	25,000
10-4222	Farmer Pooled Share		15,000
10-4223	RAP, Carl Moyer Rural Assistance admin		7,000
10-4220	WRP, Admin Fee	29,250	-
10-4303	Other Income, Rules, Copies, Subscr.	100	100
10-4310	Other Income, Interest Earned	5,000	20,000
Revenue Total: \$		931,407	1,106,517

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NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT
Preliminary Operating Budget
Fiscal Year 2019 - 2020

Expenditures		Salaries and Benefits (Object Level)	
Account #	Description	FY 2018-2019	FY 2019-2020
10-5002	Permanent Salaries	391,347	486,054
10-5021	TaxMed (elect not to utilize the District-provided health insurance)		7,680
10-5003	Overtime	1,000	1,000
10-5011	Medicare/FICA	5,000	7,159
10-5013	CA State Unemployment	550	784
10-5015	Workers' Comp Insurance	7,100	6,567
10-5016	PERS Health Insurance Active Employees	28,800	48,000
10-5017	PERS Health Insurance Retired Employees	28,800	18,951
10-5019	Dental/Vision Care	6,250	8,750
10-5020/5023	PERS Retirement (ER & EE Paid)	62,000	63,297
10-5022/5024	PERS Unfunded Accrued Liability	53,000	73,545
Salaries and Benefits Total:		\$ 583,847	721,787

Expenditures		Services and Supplies (Object Level)	
Account #	Description	FY 2018-2019	FY 2019-2020
10-5201	PM Monitoring Expenses	15,000	15,000
10-5202	Office Supplies	4,000	4,000
10-5203	References, Subscriptions	450	1,500
10-5204	Postage, Shipping	1,000	1,000
10-5205	Memberships	3,000	3,000
10-5206	Ozone Monitoring Expenses		5,000
10-5251	Communications	15,000	15,000
10-5253	Rent, Structures - Grass Valley	32,040	26,640
10-5254	Rent, Structures - Portola	6,000	6,228
10-5255	Utilities, Grass Valley	3,000	2,700
10-5256	Utilities, Portola	1,000	1,200
10-5257	Rent, PM2.5		7,272
10-5258	Liability Insurance	8,000	8,000
10-5259	Legal Notices, Public	500	500
10-5301	Information Technology	5,000	7,000
10-5303	Maintenance: Office Equipment	500	500
10-5305	Maintenance: Vehicles	3,000	3,000
10-5311	Profession Services: Legal	6,000	6,000
10-5312	Profession Services: Office Assistance	6,000	1,200
10-5313	Profession Services: Accounting (Nevada County, Accountant, and ADP)	6,000	33,000
10-5314	Profession Services: Financial Auditor	12,000	12,500
10-5315	Profession Services: Board	5,000	5,000
10-5351	Training, Tuition	1,500	1,500
10-5352	Travel	3,000	3,000
10-5353	Gasoline	5,000	5,000
10-5354	Private Car Mileage	500	500
10-5390	Miscellaneous	1,000	1,000
Services and Supplies Total:		\$ 143,490	\$ 176,240

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NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT
Preliminary Operating Budget
Fiscal Year 2019 - 2020

Expenditures - Pass-thru Funds / Internal Programs / Contributions to Other Agencies (Object Level)			
Account #	Description	FY 2018-2019	FY 2019-2020
10-5402	Alternate Commute Program	750	750
10-5404	ARB: AB 2588 Fees	1,400	1,400
10-5405	Public Education Program	5,000	5,000
10-5406	Fire Dept Response Reimbursement	1,500	1,500
Contribution to Other Agencies / Internal Grants Total:		\$ 8,650	\$ 8,650.00

Expenditures - Fixed Asset Purchases (Object Level)			
Account #	Description	FY 2018-2019	FY 2019-2020
10-5601	Office Equipmen (2 computers @\$2,000 each)	4,000	4,000
10-5602	Field Equipment (fixed assets - over \$1,000)	1,000	1,000
10-5605	EPA Supplemental Monitoring	18,053	-
Fixed Asset Purchases Total:		\$ 23,053	5,000

Budget Summary - Available Funding & Expenditures			
	FY 2018-2019	FY 2019-2020	
Available Funding			
Fund Balance Total (<i>encumbered & earmarked reserves</i>)	802,000	1,053,942	
Petty Cash	75	75	
Revenue	931,407	1,106,517	
Available Funding Total:	1,733,482	2,160,534	
Expenditures			
Salaries and Benefits (Object Level)	583,847	721,787	
Services and Supplies (Object Level)	143,490	176,240	
Pass-thru Funds / Internal Programs / Contributions to Other Agencies (Object Level)	8,650	8,650	
Fixed Asset Purchases (Object Level)	23,053	5,000	
Expenditure Total:	\$ 759,040	911,677	

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Background Information - Hiring 2 New Air Pollution Specialists

Upon approval of the FY 19-20 Budget, the Board authorized the Executive Director to hire two new Air Pollution Specialists. One position will be located in the Portola Office and the other position will be located in the Grass Valley office. The approximate cost for each APCSI (including salary and benefits) is \$62,486 for a total of approximately \$125,000. This expenditure is more than offset by the budgeted increase in revenue of \$175,110 and the budget demonstrates that even with the hiring of two new positions, the District expects Revenues to exceed Expenditures by \$194,840.

The Board-approved Position Description for the Air Pollution Specialist I is attached.

The 2 new positions will provide assistance in the following specific areas:

1. Air Quality Monitoring

CARB has stated that the District requires more resources to provide quality air monitoring up to their standards - including required monthly maintenance, internal quality control, safety upgrades, timely repairs, SOP manuals, frequently checking monitor data. These 2 positions will provide these required tasks at both locations.

2. Grants

The 2 positions will assist in:

- Researching and applying for new grants (such as green waste transportation and alternatives to burning)
- Obtaining, tracking, disbursing and reporting existing grants

Air districts with time to spend seeking grant money generally come out financially advantaged by the associated time investment. Grant and incentive programs are excellent ways to improve air quality, with co-benefits of stimulating the local economy and earning good will.

3. Federal Nonattainment Requirements

The position in Grass Valley will assist with fulfilling federal requirements for the Nevada County Ozone Federal Nonattainment Area. Nevada County has been designated non-attainment for the 2015 ozone standard, which triggers the federal requirement for the development of another SIP. SIPs take a lot of work and time; some of the larger districts have teams of full-time employees that work with legal staff exclusively on SIP development. Some of the tasks involved in SIP creation include extensive technical reading and writing, developing new rules or demonstrating that existing ones meet federal requirements, examining and justifying the emissions inventory for nonattainment pollutants and their precursors, following necessary public outreach procedures, reviewing data, and working closely with CARB and EPA on scheduling, modeling, interpreting nuances and court decisions relating to the dozens of Clean Air Act requirements.

Plumas County has been designated non-attainment for PM2.5. Much work on the SIP has been completed. However, EPA regularly requires modifications of the SIP and ordinances in the SIP. The position in Plumas County will assist with the following:

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- Working with the Plumas County BOS to consider adopting an open burning rule for the nonattainment area.
- Working with the City of Portola to consider adopting an open burning rule.
- Implementing follow up surveys for 2015 Targeted AirShed Grant
- Public education and outreach for Wood Stove Change-out Program (beyond Stove Fairs)
- Enforcement for mandatory woodstove program in December 2020

4. Business Requirements

Both positions will process applications for permits faster and more thoroughly. This requires performing an engineering evaluation, developing an emissions calculation spreadsheet, looking for similar sources in other districts if it is a new type of source for the district, ensuring compliance with numerous regulations, overseeing public notification if required by existing district, state or federal law, writing the permit, filing, etc. Specifically, the positions will:

- Perform various Title V inspections (beyond monthly drive-by inspections)
- Perform inspections upon receiving upset/breakdown reports
- Perform inspections of 35 permitted sources

5. AB2588/Toxics:

The District is required to reprioritize all of our stationary sources for toxics risk pursuant to OEHHA's new guidelines. This will take many days, but by not doing it we could be exposed to lawsuits. Most of our sources have not been looked at for toxics since the 1990s. Both positions will assist with this.

6. Indirect Source Rule

The purpose of an indirect source rule is to cover the costs of time spent on CEQA and construction-related enforcement (such as asbestos ATCMs, off-road diesel regulations, idling restrictions, mitigation measures, dust control practices and compliance with nonattainment planning requirements). Both positions will assist.

7. Exceptional Events

EPA allows areas to provide Exceptional Event (EE) demonstrations to keep from being designated non-attainment (or classified a worse level of non-attainment) as the result of an exceptional event such as a wildfire. The process for submitting EE demonstrations to EPA is very complex, and EPA's bar for approving them is high. It has to be developed and submitted in coordination with CARB. We haven't had to do an EE since 2008, but if we do, it will consume approximately 2 weeks of staff time. Both positions will assist, as needed.

8. Public Education

Both positions will assist with improving public education in the following areas:

Web Site: The website needs to be maintained and updated.

Outreach: The District will be able to exhibit at public venues and visit schools.

Smoke Events: Assist with responding to wildfire smoke events. Time will be spent answering phones and emails, interviews with media, tracking and predicting smoke

behavior, issuing health advisories (which requires communicating with public health agencies, meteorologists and air resource advisors, developing advisories, wrestling with the computerized dissemination system, etc.).

9. Mitigation Monitoring and Reporting Requirements (MMRRs): CEQA requires projects to comply with mitigation monitoring and reporting requirements, which are included in planning documents. Some of these MMRRs place the responsibility for compliance on the Air District. However, In practice, the District practically never inspects projects to verify compliance with proposed pollution minimization measures. It would help to protect public health to visit some of the larger projects, especially those next to schools and other sensitive areas. Both positions will assist with this.

Fiscal Analysis:

The District has steadily increased its reserves to its current \$1,053,942. This increase has been primarily due to the District's revenue exceeding expenditures for a yearly average of \$106,000 for the last 7 years. The preliminary budget demonstrates that there will be another increase to the reserves this year of \$198,840, even with the addition of two new positions. The approximate cost for each APCS (including salary and benefits) is \$62,486 for a total of approximately \$125,000. This expenditure is more than offset by the budgeted increase in revenue of \$175,110.

Portola Position:

Federal funds have been specifically earmarked for the Portola position. The EPA recently amended the existing Target Grant 2015 to fund a new position for the Portola office to assist with the woodstove program and increase public outreach. EPA has granted approximately \$50,000 annually for the next two years. The District also will continue to receive up to \$75,000 annually in general administrative fees for the next two years from the Target Grant 2015. Additionally, EPA recommended that the District apply for a new grant in 2018, this would fund the position and provide administrative funding for another 5 years.

Grass Valley Position:

State funds have been specifically earmarked for the Portola or Grass Valley office. The District recently agreed to receive \$79,000 annually from a CalFIRE grant that will continue for at least the next 3 years, with a possibility of another 5 years.

Grant Funding:

For the last few years, the District Board has directed staff to pursue additional grant funding. Specifically, the Board has directed staff to pursue additional funding for Heavy Duty Diesel replacement incentives and woodstove funding for residents in all three counties. Staff has succeeded in obtaining \$440,000 for heavy duty diesel replacements, and \$350,000 for replacing woodstoves. District staff has had to lobby for additional funding sources by working cooperatively with other air districts and federal and state agencies. It is anticipated that these additional funding avenues will remain available into the future. With the two additional staff members, there will be resources to continue to implement these grants.

For example, within the past fiscal year, the District the following grants from the state:

- Carl Moyer (\$25,000 admin + \$175,000 for carl moyer projects)
- RAP (6,666 admin + \$55,088 carl moyer project)
- NRM (\$4,242 admin + \$70,706 carl moyer project)
- FARMER (\$8,324 admin + \$87,520 for ag tractor replacement)
- AB 197 (\$8,583 admin)
- AB 617 (0 admin + \$42,000 for green waste project)
- Woodsmoke Reduction Program (\$29,250 admin + \$337,500 projects)

Although the District has been appreciative of the funds that go to wood stove changeouts, tractor replacements and Carl Moyer Heavy Duty Diesel projects, the implementation of these projects has placed an additional strain on a resource-strapped office. The addition of two new positions will ensure that the District has enough resources to continue obtaining grant funds and implementing programs throughout the three counties of Plumas, Sierra and Nevada.



AIR POLLUTION CONTROL SPECIALIST I
(Classification Series Specification)
\$45,676.80-\$55,515.20 Annual

DEFINITION

Under general supervision, to perform a variety of assignments to provide information and assistance with respect to inquiries and questions concerning the assigned area of air pollution control and related compliance; performing a variety of enforcement, compliance, air monitoring, and public educational duties, where assigned; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

Incumbents are expected to work under supervision on their area of assignment, which requires background and experience in air pollution control, and related District, State, and Federal rules and regulations. Must be able to follow procedures, work semi-independently, deal well with the public and industry, and conduct themselves in a professional manner at all times.

EXAMPLE OF DUTIES

Duties may include all or part of the following, within a classification, as assigned by the APCO.

Conduct field inspections and investigations of existing and potential air pollution sources to insure compliance with all applicable air pollution rules and regulations. Investigate citizen complaints, prepare carefully documented inspection reports, write legal enforcement citations for violations of air pollution rules and regulations, develop case files, work with the District Attorney's office, present evidence, and appear as a witness.

Issue open burning permits. Develop and promote alternatives to open burning. Review prescribed burn plans to assure elements are included to insure minimized smoke impact on the public.

Operate air monitoring equipment per a schedule, analyze collected air monitoring data, develop air monitoring reports, conduct special studies, and make recommendations as to sampling site locations, necessary equipment instrumentation, etc. Maintain and calibrate monitoring and measurement equipment; oversee instrumentation audits, maintain monitoring parts and supply inventory; provide technical support.

Serve as the District representative on various committees, subcommittees.

Apply scientific methods and principles in the identification, study, and solution of air pollution problems. Develop computer tracking systems to store, process, and retrieve data using a personal computer and a variety of software.

Develop recommendations, provide support, and implement strategies to reduce motor vehicle related air pollution. Areas of involvement may include clean/alternative fuels, zero emission vehicles, and other technology-oriented strategies consistent with the goals of the California Clean Air Act.

Assist with the development of new regulations by conducting surveys of the public, industry and other air agencies.

Conduct emissions estimates, complete emissions inventory reports, and other simpler tasks.

Must perform other duties as assigned.

WORKING CONDITIONS

This position requires the ability to think clearly, meet deadlines, maintain stamina for detailed sedentary work, and accurately represent communications in oral and written form. Must be able to perform a multiple of tasks simultaneously. Requires the use of a personal computer and various related equipment, copy machine, telephone, answering machine, fax machine, filing cabinets, cameras, tape recorders, air monitoring equipment, and assorted special inspection equipment. Work is of a highly detailed nature, requiring

alertness, concentration, and the ability to recall information. Must be willing and able to travel to meetings, as assigned. Physical demands include carrying up to 50 pounds, climbing ladders and stairways, balancing, crouching, feeling, fingering, grasping, hearing, kneeling, lifting, pulling, seeing close and far, seeing color, seeing depth, sitting, standing, stooping, talking, and walking. Must be able to work under various potential exposures, such as temperature extremes, airborne particles, caustics, chemicals, electric current, fumes, high places, moving parts, noise, odors, toxicants, vibration, muscular and visual strain, and varying weather.

SPECIAL REQUIREMENTS

Must possess a valid driver's license. Must meet the automobile insurability requirements of the District. Within six months of hire, must possess a certificate for *Visual Emissions Evaluation*. Re-certification must be completed every six months to maintain current status.

DESIRABLE QUALIFICATIONS

Knowledge of:

Basic principles of chemistry and physics; Federal and State air quality rules and regulations, basic technical principles of emission processes and control techniques, pollutant measurement methods and health effects. Personal computer experience is required. General principles of air pollution control; comprehensive, methods and techniques of investigation, inspection, emissions measurement, and resolution of air pollution problems; functions and operations of related, allied agencies and community organizations; general understanding of all applicable Federal and State air quality rules and regulations, with areas of specialization, and a detailed, comprehensive knowledge of District rules and regulations; and principles and techniques of emissions estimating and inventorying.

Ability to:

Understand and follow oral and written instructions; learn and apply air pollution laws, rules, and regulations; learn principles of inspection, investigation, and enforcement; collect environmental data; analyze data and reach sound conclusions; apply scientific methods and principles; analyze situations and take effective action; establish and maintain effective, cooperative working relationships; utilize personal skills to handle difficult people and situations tactfully and professionally; prepare clear, complete and technically accurate reports; speak and write effectively; observe safe work methods and practices.

Education and Experience: Any combination of education, training, and experience which provides the required knowledge and abilities. A typical way to obtain these knowledge and abilities would be:

Bachelor of Science degree from an approved university or college in a field related to air quality management and either two years of applicable experience or successful completion of an approved training program.



2019 OVERALL WORK PLAN

WORK ELEMENT 1 - ADMINISTRATION

Project 1.1 - General Services

Purpose: Provide administrative support for the operation of the Northern Sierra Air Quality Management District, the Board of Directors, and the Hearing Board.

Normal, Ongoing Work:

- Prepare Board meeting agendas, minutes, hearing notices, resolutions, and correspondence.
- Develop and oversee Overall Work Plan and annual budgets.
- Develop and implement financial controls and program cost tracking systems.
- Annual review of program effectiveness.
- Plan and coordinate staff activities.
- Contract with CPA for annual audit and assist with audit.
- Prepare annual report and subvention request for ARB.
- Track legislation pertinent to managing air quality.
- Procure and maintain equipment.
- Divest surplus property.
- Track and control District assets and movable property.
- Develop and approve (Board) codified Policies and Procedures.
- Supervise and evaluate personnel.
- Conduct salary surveys as needed.
- Coordinate personnel benefits and control costs.
- Provide continuing education and training as needed.
- Coordinate databases and spreadsheets used in multi-functional areas.
- Improve personnel safety in all activities.
- Draft contracts/agreements with other agencies as needed.
- Request annual county contributions and review appropriateness of contributions.
- Conduct fee studies to assure costs are recovered.
- Maintain computer network and software upgrades, including virus protection.
- Work with Counsel on any litigation efforts.

Products:

- Annual Overall Work Plan and Strategic Plan
- Annual Budget
- Documentation of Board meetings
- Quarterly Budget Reports

District Rules and Regulations
Benefits Package
Codified Policies and Procedures
Assets and Movable Property Inventory
Annual ARB Report and Subvention Application
Payroll Codes, Chart of Accounts, Tracking Tools
Payroll
Time sheets
Annual Renewal Questionnaire for Special District Risk Management Authority

WORK ELEMENT 1 - ADMINISTRATION

Project 1.2 - Mountain Counties Air Basin

Purpose:

Provide support for the Basin Control Council, in partnership with basin air districts.
Encourage uniform planning, rule development, and permitting activities.
Share information
Share resources, where appropriate.

Normal, Ongoing Work:

Assist in preparation of annual plan of activities.
Assist in preparation of annual budget and district appropriations.
Assist in preparation of agendas, minutes, notices, and correspondence.
Participate in monthly meetings of the Mountain Counties Air Basin Technical Advisory Committee and subcommittees.
Participate in semi-annual meetings of the Mountain Counties Air Basin Control Council.
Analyze rules and regulations, and recommend changes to achieve better consistency.
Develop consistent land use development review/CEQA policies.
Prepare comment letters on federal and state legislation, regulations, and policies
Procure basin equipment.
Assist with maintenance of basin assets inventory.

Products:

Annual Budget and Overall Work Plan
Documentation of Basin Control Council meetings
Budget reports
Documentation of Technical Advisory Committee meetings
Basin assets inventory
Public education pamphlets

WORK ELEMENT 2 - STATIONARY SOURCE PROGRAM, NON-MAJOR SOURCES

Project 2.1 - Permitting Activities

Purpose:

Provide and maintain a permitting system that meets the requirements of the HSC §42300 et seq, and ARB Criteria.

Ensure that any emissions equipment or process does not interfere with the attainment or maintenance of any air quality standard, as well as any state or federal regulation.

Evaluate and process permit renewals to ensure that permit conditions accurately represent all current regulations. Meet any new requirements and address requested changes by the facility owner/operator.

Normal, Ongoing Work:

Evaluate emissions, air toxic exposure, and controls for new sources of air pollution.

Issue Authorities to Construct and renew Permits to Operate.

Issue and enforce portable equipment permits.

Respond to stationary source-related inquiries.

Develop and maintain an emissions inventory for criteria pollutants.

Review and comment on proposed state and federal regulations.

Develop rules and regulations.

Conduct and promote workshops to help individuals and businesses understand new district rules, and state and federal air pollution regulations.

Review new state and federal regulations to determine applicability to local facilities.

Participate in CAPCOA Committee meetings related to implementing state and federal rules and regulations affecting stationary sources.

Attend CARB training sessions on permitting of stationary sources.

Prepare monthly, quarterly, and annual reports to CARB.

Collect fees.

Products:

Engineering Evaluations for all new sources.

Authorities to Construct.

Permits to Operate.

Annual emissions inventory update to CARB.

Monthly, quarterly, and annual reports to CARB.

Staff reports on new and amended rules.

Correspondence

WORK ELEMENT 2 - STATIONARY SOURCE PROGRAM, NON-MAJOR SOURCES

Project 2.2 - Compliance/Enforcement

Purpose: Provide a system to assure compliance with the District's rules and regulations, permit conditions, and applicable state and federal regulations.

Normal, Ongoing Work:

- Maintain Visual Emissions Evaluation (VEE) inspection certifications for inspectors.
- Conduct inspections of permitted sources to confirm the equipment/process is operating within their permitted conditions.
- Conduct inspections of sources of pollutants that might cause reasonably foreseeable risk to K-12 schools from air toxics under AB 3205.
- Enforce rules and regulations that reduce air pollution and protect public health.
- Draft and issue Notices to Comply and Notices of Violation.
- Prepare staff reports for variance/Hearing Board activity.
- Prepare variance orders issued by the Hearing Board.
- Monitor progress toward meeting variance order requirements.
- Prepare monthly variance report to CARB.
- Review source testing protocols, witness source tests, and review source test reports.
- Respond to and investigate complaints related to stationary sources.
- Attend CARB training sessions on compliance inspections of stationary sources.
- Compile monthly, quarterly, and annual reports to CARB.
- Apply the mutual settlement policy for administrative settlements of violation citations.
- Draft and issue settlement letters.
- Participate with the District Attorney's office on stipulated judgements when mutual settlements are not possible.
- Provide compliance assistance.
- Collect penalties.

Products:

- Inspection records showing compliance with permit conditions.
- Notices to Comply and Notices of Violation.
- Mutual settlements and settlement letters.
- Variance Orders.
- Monthly Variance Report to CARB
- Monthly Significant Violators/High Priority Violators Report to CARB.
- Quarterly Excess Emissions Report to CARB
- Complaint Reports
- Mutual Settlement Policies and Procedures
- Stipulated Judgements

WORK ELEMENT 3 - ENFORCEMENT/COMPLIANCE PROGRAM (non-Stationary Source, non-Smoke Management)

Project 3.1 - Miscellaneous Enforcement

Purpose: Provide a system of enforcing District rules, and state and federal regulations that do not fall under the Stationary Source Program and Smoke Management Program (e.g. odors, illegal asbestos activities, woodstoves, accidental/emergency releases, and dust emissions from mobile sources, etc.)

Normal, Ongoing Work:

Respond to and investigate miscellaneous complaints.
Prepare staff reports for variance/Hearing Board activity.
Monitor progress toward meeting variance order requirements.
Attend training sessions on compliance inspections of miscellaneous emissions sources.
Coordinate emergency response activities with County OES, County Dept. of Environmental Health.
Develop mutual settlements on violations where possible.
Participate with the District Attorney's office on stipulated judgements when mutual settlements are not possible.
Draft and issue settlement letters.
Coordinate multi-jurisdictional and cross-jurisdictional enforcement activities.
Provide compliance assistance.
Collect penalties.

Products:

Complaint Reports
Variances
Notices to Comply and Notices of Violation
Mutual Settlement Policies and Procedures
Settlement letters
Stipulated Judgements
Annual AB 3205 Notifications to School Districts with Charter Schools

WORK ELEMENT 4 - VAPOR RECOVERY PROGRAM

Project 4.1 - Vapor Recovery Permits and Inspections

Purpose: Provide a system for permitting and inspection of vapor recovery systems at gasoline marketing operations in Compliance with related rules in District Regulation 2 and Title 17, Subchapter 8, Article 1, Section 94000 et seq.

Normal, Ongoing Work:

- Evaluate emissions and controls for new gasoline service stations and bulk plants.
- Issue Authorities to Construct and renew Permits to Operate.
- Attend CARB training sessions on permitting and inspection of gasoline service stations and bulk plants.
- Follow ARB/CAPCOA Vapor Recovery Committee activity/information
- Inspect gasoline dispensing facilities in Nevada, Plumas and Sierra Counties
- Respond to and investigate complaints.
- Draft Notices to Comply.
- Draft Notices of Violation.
- Develop mutual settlements on violations where possible.
- Participate with the District Attorney's office on stipulated judgements when mutual settlements are not possible.
- Draft and issue settlement letters.
- Annual billing and fee collection.
- Develop and maintain database.
- Provide compliance assistance.
- Collect penalties.
- Implement requirements of Enhanced Vapor Recovery

Products:

- Authorities to Construct and Permits to Operate.
- Inspection Reports.
- Complaint Reports.
- Notices to Comply and Notices of Violation
- Settlement letters

WORK ELEMENT 5 - SMOKE MANAGEMENT PROGRAM

Project 5.1 - Burn Permits

Purpose: Provide a system to regulate and lessen smoke impacts from open burning and prescribed burning conducted in accordance with the District's rules and regulations and CCR Title 17, 80100, et seq.

Normal, Ongoing Work:

- Review smoke management plans to assure compliance with all rules and regulations.
- Issue burn permits and daily burn authorizations.
- Inspect burn projects to assure that burn plan and permit conditions are being met.
- Compile annual report on all permitted burn activity per Title 17, §80130 et seq.
- Prepare staff reports for rule development.
- Amend and adopt open burning rules, as needed.
- Conduct workshops and public hearings on new and amended open burning rules.
- Attend meetings of councils and committees established to balance the need for healthy air with the need to reduce fire risk and provide a healthy ecosystem (e.g. Interagency Air and Smoke Council, Fire Safe Council of Nevada County, Mountain Counties Air Basin Smoke Management Alliance, Northeast Air Alliance).
- Review and comment on state and federal regulations, policies, and guidance as they are developed to assure the rural and urban-rural perspective is represented.
- Notify adjacent air districts/states of prescribed burn projects to prevent combined impacts and coordinate where necessary.
- Review, comment, inspect, and canvass fire agency training burns.
- Review applications for variance from burn-day and issue *No-Burn Authorizations*.
- Maintain data base to track burn permits and complaints.
- Document and track actual burn acres for state and federal land managers for annual billing.
- Educate building and planning departments and contractors associations on burn rules and regulations.
- Review/Respond to CEQA/NEPA environmental documents with regards to prescribed burning.
- Collect fees.

Products:

- Burn permits
- Burn plan comments
- Annual Agricultural Burning Summary to CARB
- Policies and Procedures for reviewing burn plans and issuing permits
- Comments on regulations, policies, guidance
- Smoke Management Program
- Smoke Management Plan forms
- Staff Reports, Rules and Regulations
- No Burn Authorizations
- EIR/EIS responses
- Annual Report to CARB

WORK ELEMENT 5 - SMOKE MANAGEMENT PROGRAM

Project 5.2 - Open Burning Enforcement/Compliance

Purpose: Provide a system to assure compliance with the District's rules and regulations, and permit conditions related to open burning.

Normal, Ongoing Work:

Draft and issue Notices to Comply and Notices of Violation.

Draft and issue settlement letters.

Maintain burn day messages on burn recorders 365 days per year.

Maintain and repair burn day messages as needed.

Use aerial surveillance to locate the source of smoke intrusions if needed.

Review air quality monitoring data and correlate with prescribed burns and wildfires.

Develop and maintain complaint database.

Collect penalties.

Track and log-in all complaints in database.

Products:

Notices to Comply and Notices of Violation

Settlement Letters

Support new local ordinances for open burning.

Annual report to the Board on complaints

WORK ELEMENT 5 - SMOKE MANAGEMENT PROGRAM

Project 5.3 - Public Education

Purpose:

- Reduce the smoke impacts from open burning and woodstoves.
- Improve public awareness of the health impacts related to fine particles (smoke).
- Improve the public's awareness of alternatives to open burning.
- Notify the public when poor air quality exists.

Normal, Ongoing Work:

- Develop media for public awareness.
- Educate Chambers of Commerce, and community groups.
- Conduct workshops and utilize other public education techniques to train the public on composting, mulching, firewise landscaping, reducing the burden on landfills, and soil erosion prevention.
- Provide public education on the health effects of fine particulate (PM2.5).
- Request voluntary curtailment steps from the public when air quality is poor.
- Provide education to the public and public officials on regulatory impacts of federal nonattainment of particulate matter ambient air quality standards.
- Proactively work with Fire Safe Council, local governments, waste management, neighborhood associations to find alternatives to open burning of vegetative material and reduce residential open burning emissions.
- Promote green waste pickup.
- Work with fire agencies.

Products:

- Pamphlets on woodstoves, residential open burning, composting
- Reduced open burning smoke impacts
- Changes in open burning habits/behaviors/practices
- Changes in woodstove burning habits/behaviors/practices

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WORK ELEMENT 5 - SMOKE MANAGEMENT PROGRAM

Project 5.4 - PM 2.5 Attainment Plan

Purpose:

Protect the public health by preventing exceedances of the PM2.5 National Ambient Air Quality Standards.

Provide a regulatory framework to maintain attainment, if necessary.

Normal, Ongoing Work:

Educate elected officials on the health effects of fine particulate and the ramifications of federal nonattainment.

Conduct workshops on control strategies, local ordinances, air quality management plans.

Develop local ordinances where needed.

Conduct or participate in public hearings for adoption of air quality management plans, local ordinances, and rules and regulations.

Promote woodstove change-out incentive programs.

Provide support for the Grass Valley, Portola, Quincy, and Truckee woodstove ordinances.

Products:

Clean Air Plan or Air Quality Management Plan for Nonattainment areas.

Local ordinances

Rules and regulations

Great Stove Change-Out promotions

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WORK ELEMENT 6 - PLANNING PROGRAM

Project 6.1 - Land Use Plan Review

Purpose:

Assure that additional air pollution emissions associated with land use projects do not interfere with the attainment or maintenance of any air quality standard.
Prevent public health impacts due to short-term and long-term air quality degradation
Prevent onerous and burdensome state and federal requirements that damage, or eliminate healthy economic growth.

Normal, Ongoing Work:

Review land use plans for public and private development projects and provide *Commenting Agency* comments.
Review emissions increases associated with projects and determine if the emissions increases associated with the project exceed the District's levels of significance for each pollutant.
Provide justification and rationale for the necessary mitigations to reduce emissions to below the levels of significance.
Pursue on-site and off-site mitigations where necessary to prevent significant impacts.
Coordinate with planning agencies to streamline and simplify the review process and assure consistency.
Review developments and changes related to state and federal ambient air quality standards as they apply to the planning function.
Implement ARB's Air Toxic Control Measure (ATCM) for asbestos in serpentine rock, as it pertains to construction. Develop land use comments to address dust control when serpentine rock is found at construction sites.
Evaluate cumulative exposure. Work with other air district's to develop guidelines on cumulative exposure.

Products:

Commenting Agency comments (including Regional Transportation Plan).
Emissions calculations on proposed projects and recommended mitigations.

WORK ELEMENT 6 - PLANNING PROGRAM

Project 6.2 - General Plan Review

Purpose: Assure City and County General Plans adequately address air quality, including goals, policies, and programs that when adopted will control the growth of vehicle trips and miles traveled and prevent deterioration of air quality.

Normal, Ongoing Work:

Assist cities and counties with general plan air quality elements, providing appropriate recommendations and technical support.

Provide local planning agencies with a comprehensive set of goals, and policies that will improve or maintain (as needed) air quality if adopted in a general plan.

Provide justification and rationale for the goals and policies that will help decision makers, developers, and the public understand that they are appropriate and necessary to prevent public health impacts and onerous, burdensome state and federal requirements that damage, or eliminate healthy growth.

Products:

Commenting Agency comments.

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WORK ELEMENT 6 - PLANNING PROGRAM

Project 6.5 - Attainment Plan (SIP) for Ozone National Ambient Air Quality Standard (Western Nevada County Only)

Purpose: Re-attain the NAAQS for 8-hour ozone.

Normal, Ongoing Work:

Review and comment on enhanced emissions inventories for the Statewide and local State Implementation Plan (SIP)

- Stationary Source

- Area Source

- Review mobile source inputs

Maintain pressure on upwind areas for additional controls designed to bring attainment to downwind areas.

Attend workshops and meetings to learn about development of Transportation Conformity consultation procedures with NCTC and CalTrans District 3 to:

- Circulate documents.

- Define agency roles and responsibilities.

- Establish framework for planning and technical meetings.

- Develop list of transportation control measures.

- Choose models and assumptions for regional transportation modeling.

- Choose triggers for conformity review.

- Define regionally significant projects.

Assist NCTC with transportation conformity determinations

Land use planning

Review and comment on all updates to general plans for incorporated areas in western Nevada County to make air quality elements more effective .

Products:

Emissions inventory

Urban air shed model for ozone for Central California, that includes western Nevada County.

Ozone Attainment Plan (SIP).

Transportation Conformity Consultation Agreement

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WORK ELEMENT 7 - FEDERAL OPERATING PERMIT PROGRAM

Project 7.1 - Title V

(Plumas and Sierra Counties Only)

Purpose:

Implement the requirements of Title V of the *Clean Air Act of 1990* (CAA) and related District Rule 522 for permits to operate required for major sources of regulated air pollutants and other applicable sources.

Normal, Ongoing Work:

Maintain Visual Emissions Evaluation (VEE) inspection certifications for inspectors.
Review applications for completeness as they become due.
Issue required permits.
Conduct inspections of permitted sources to confirm the equipment/process is operating within their permitted conditions.
Draft Notices to Comply and Notices of Violation.
Draft and issue settlement letters.
Prepare staff reports for Hearing Board variances/compliance plans.
Track progress of meeting the requirements contained in a compliance plan.
Participate in CAPCOA Committee meetings and CARB workshops related to the Title V Program.
Review Title V implementation guidance received from ARB and EPA and notify major sources of White Papers and assist in their understanding.
Conduct workshops to help Title V sources understand and comply with federal requirements.
Review source testing protocols, witness source tests, and review source test reports.
Respond to and investigate complaints related to Title V sources.
Compile monthly, quarterly, and annual reports to CARB/EPA.
Collect fees and penalties

Products:

Title V Permits
Inspection Reports
Notices to Comply
Notices of Violation
Settlement Letters
Complaint Reports
Hearing Board Compliance Plans
Monthly Significant Violator Report to CARB
Quarterly Excess Emissions Reports to CARB

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WORK ELEMENT 8 - AIR TOXICS PROGRAM

Project 8.1 - Air Toxic "Hot Spots" Act Implementation and Fee Regulation

Purpose:

Determine emissions of air toxics and hazardous air pollutants from applicable sources and whether such emissions present a significant health risk to neighboring public and sensitive receptors.

Develop an air toxics emission inventory.

Reduce the health risk to below the level of significance for high risk facilities.

Normal, Ongoing Work:

Implement Air Toxics Control Measures promulgated by the State.

Implement NESHAPS promulgated by EPA (Federal law requires states to implement, State law requires districts to implement).

Provide information and assistance to affected facilities on the requirements.

Review and approve facility emission inventory plans submitted by the facilities that comply with the requirements. Provide further assistance where necessary.

Review and approve the one-time surveys submitted by facilities that comply with the requirements. Provide further assistance where necessary.

Notify new facilities of deadlines for compliance.

Calculate air toxics emissions for "Industry-wide" facilities.

Develop and maintain air toxics emissions inventory and report to ARB.

Respond to ARB surveys for facility counts, emissions, fees, documentation, etc.

Place sources on quadrennial update status and fee applicability when prioritization score is between 1 and 10.

Collect District and ARB fees.

Products:

Facility Prioritization Guidelines

Approved Air Toxics Emissions Inventory Plans

Approved Air Toxics Emissions Inventory Reports

Prioritization scores for applicable facilities

Risk assessments for applicable facilities

District Air Toxics Emissions Inventory

Fee Regulation with related documentation

Annual Report to Public/Board

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WORK ELEMENT 8 - AIR TOXICS PROGRAM

Project 8.2 - Air Toxics Control Measures

Purpose:

Reduce air toxics exposure and risk to the public and nearby businesses.
Reduce the health risk to below the level of significance for high risk facilities.

Normal, Ongoing Work:

Attend workshops and meetings, and review and comment on draft regulations - state Air Toxics Control Measures (ATCMs) and related National Emissions Standards for Hazardous Air Pollutants (NESHAPS).

Provide public notices, staff reports, public hearings and rule adoptions to adopt state and federal regulations by reference.

Implement state ATCMs and related NESHAPS as required by state law.

Monitor the NESHAPS being developed and approved for applicable facilities in the District.

Products:

Rules that refer to the State and federal regulations.

Permits with special conditions designed to comply with state and federal regulations and protect the public health.

WORK ELEMENT 9 - AB 2766 GRANTS PROGRAM

Project 9.1 - External Project Selection, Monitoring, and Reporting

Purpose: Reduce air pollution from motor vehicles and conduct related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988.

Normal, Ongoing Work:

- Develop plan and projected budget for DMV registration funds on external projects.
- Develop and distribute a screening RFP for external grant projects and programs.
- Review screening proposals, select best ones for detailed proposal, provide comments that will improve the quality of these proposals.
- Conduct RFP workshops to train applicants on proposal requirements.
- Arrange meetings of Board's ad hoc grant committees to review, evaluate, and rank proposals.
- Prepare grant award recommendations for Board consideration.
- Negotiate alternative funding and scope of work with applicants where needed.
- Draft contractual agreements for each grant.
- Develop and distribute Grant Guidance.
- Review and approve monthly requests for reimbursement and request clarifications, as needed.
- Track funds dispersed for each grant.
- Review monthly progress reports and request clarifications, as needed.
- Notify grantees that mid-cycle monitoring reports are due.
- Review mid-cycle monitoring reports and request clarifications, as needed.
- Request each grantee notify the District of funds needed for disbursement after the end of the fiscal year.
- Encumber grant funds that have not be used by the end of the fiscal year, but which will be needed to complete Board-approved work during the next fiscal year, but during grant cycle.
- Notify grantees that work should be complete and final reports are due.
- Review Final Reports for each grant project and request clarifications, as needed.
- Prepare Annual CARB Report on all internal and external projects and programs, in addition to overall District program. Check the cost-effectiveness of each project.
- Audit selected grants, if needed.

Products:

- Plan for Use of AB 2766 DMV Surcharge Funds
- Screening RFP for grant projects
- Detailed RFP for grant projects
- Budget for External AB 2766 DMV Projects and Programs
- Project proposal ranking and recommendations
- Grant contract agreements
- Grant Guidance

WORK ELEMENT 10 - AB 2766 INTERNAL PROGRAMS

Project 10.1 - Public Education

Purpose:

Reduce air pollution from motor vehicles and conduct related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988.

Notify the public when air quality is poor, educate the public on public health impacts, and how they can voluntarily improve air quality (episode curtailment).

Normal, Ongoing Work:

Issue predictions of the Air Quality Index (AQI) and recommended steps the public can take to protect themselves and help prevent the air from getting worse.

Issue public health advisories to local newspapers, radio stations, schools, recreation districts, hospitals, senior centers, convalescent hospitals, etc. when air pollution episodes occur. Advise on public health impacts of the pollutant of concern, how to avoid exposure, and what the public can do to help curtail an episode.

Speak to local businesses and service organizations on air quality issues and what they can do personally to reduce emissions of nonattainment pollutants.

Participate in radio, newspaper, and cable television interviews on air quality impacts on public health, and what the public can do voluntarily to reduce emissions of air pollution.

Promote public reporting of smoking vehicles to CARB, who will send violators a letter asking them to repair or scrap their vehicles.

Attend meetings of committees, coalitions, and forums related to clean fuels, clean air, and ozone transport to learn about what other areas are doing and to lobby upwind areas to do more to clean up their air (thus reducing the air pollution being transported to downwind areas, which impacts air quality and pollutant attainment status).

Develop pamphlets, flyers and inserts that can be used to convey the message of what the public can do to change their behavior in a way that reduces emissions of nonattainment pollutants.

Work with dealers of electric vehicles and super low emissions vehicles to promote their products in western Nevada County.

Products:

Daily AQI notifications.

CARB Smoking Vehicle Reports.

Notifications to affected parties of upcoming rules and regulations.

Pamphlets, fliers, inserts, and videos related to SPARE THE AIR AND AQI.

Report to ARB.

WORK ELEMENT 10 – Carl Moyer INTERNAL PROGRAMS

Project 10.2 - Carl Moyer Air Quality Standards Attainment Program; Incentives for Lower Emission Heavy Duty Diesel Engines.

Purpose: Reduce emissions from heavy duty diesel engines.

Normal, Ongoing Work:

Apply annually to ARB for grant funding.

Implement District Carl Moyer Program.

Promote the program locally.

Conduct workshops.

Review applications, on first come first served basis. Calculate cost-effectiveness for each project. Select most cost-effective projects.

Draft and approve contractual agreements for each project.

Inspect pre- and post-installations of engines.

Review reimbursement requests and issue reimbursement checks.

Track funds for each project.

Monitor maintenance records, fuel consumption, miles traveled (or hours operated) within and outside of District.

Report to ARB.

Follow changing program requirements as they develop.

Products:

District Carl Moyer Program

Grant agreements.

Reduced diesel engine emissions.

Reports to ARB.

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WORK ELEMENT 11 - AIR MONITORING PROGRAM

Project 11.1 - Air Monitoring

Purpose:

Required to determine attainment status for state and federal ambient air quality standards. Attainment status establishes the regulatory basis for and the scope of control strategies for industrial, area, and motor vehicle air pollution sources.

Normal, Ongoing Work:

Install and maintain air monitoring equipment.

Conduct calibration, maintenance, equipment upgrades, and quality assurance checks on the instruments and data acquisition equipment.

Collect data and reduce to data reporting formats.

Investigate new technologies to reduce maintenance costs.

Identify exceedances of the California Ambient Air Quality Standard (CAAQS) and National Ambient Air Quality Standard (NAAQS), and analyze and document the District's opinion on whether they are due to transport or natural events beyond the control of man.

Flag data and prepare reports to justify the exclusion of data related to transport, prescribed burns, and/or natural events.

Analyze monitoring data to determine air quality trends.

Make recommendations on what monitoring is needed.

Attend CAPCOA/CARB meetings and training related to air monitoring.

Report to EPA through AIRS.

Prepare NSAQMD Annual Air Monitoring Report for Board, public, and interested parties review.

Bill CAPCOA/ARB/EPA for funding of the PM2.5 monitoring network.

Maintain the PM2.5 monitoring network in accordance with the agreement with CAPCOA/ARB/EPA.

Products:

Data used to make the AQI predictions.

Daily, monthly, quarterly, and annual reports to CARB.

NSAQMD Annual Air Monitoring Report.

Annual Agreement with ARB to conduct air monitoring in Quincy.

Agreement with CAPCOA/ARB/EPA

To: Northern Sierra Air Quality Management District Board of Directors
From: Gretchen Bennett, Air Pollution Control Officer
Date: May 20, 2019

Agenda Item: IV.C

Agenda Description: Ratify Agreement for Rx Fire Grant of \$79,526

Issues:

SB 856 appropriated \$2 million dollars to CARB for local air districts to support the implementation of SB 901 and SB 1260 by implementing their smoke management programs, including training, travel, deployment of air monitors, and public outreach.

The Board authorized that the Executive Director sign the agreement between CARB and the District to administer a prescribed fire program. The Agreement was just made available last week. The Executive Director has included a copy of the signed agreement for the Board to review and ratify.

Requested Action:

1. Ratify the Attached Agreement between CARB and the Air District for administering a prescribed fire program.

ROLL CALL VOTE REQUESTED

Attachments:

1. Agreement between the District and CARB

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
 G18-PBRM-18

NAME OF GRANT PROGRAM Prescribed Burn Reporting and Monitoring Support Program	
GRANTEE NAME Northern Sierra Air Quality Management District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 68-0124279	TOTAL GRANT AMOUNT NOT TO EXCEED \$79,526.00
FISCAL GRANT TERM FROM: June 1, 2019	TO: June 30, 2021
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT FROM: June 1, 2019	TO: June 30, 2021

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, Air Resources Board (CARB) and Northern Sierra Air Quality Management District (the "Grantee").

- Exhibit A – Grant Agreement Provisions
- Attachment I – Work Tasks and Project Elements
- Exhibit B – Work Statement
- Attachment I – Budget Summary
 - Attachment II – Project Schedule

Grant is contingent on CARB receipt of a Board Resolution or Minute Order prior to funds being disbursed to Grantee.

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Northern Sierra Air Quality Management District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Contracts, Procurement, and Grants Branch Chief, ASD	DATE	TITLE	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 200 Litton Drive, Suite 320, Grass Valley, CA 95945	

CERTIFICATION OF FUNDING					
AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY		
\$79,526.00	3510000D32				
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND TITLE	FUND NO			
\$0.00	Greenhouse Gas Reduction Fund				3228
TOTAL AMOUNT ENCUMBERED TO DATE	(OPTIONAL USE)	FISCAL SUPPLIER ID	CHAPTER	STATUTE	
\$79,526.00		95483	30	2018	
APPR REF	ACCOUNTAL ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)	
601	5432000	39007100	54201	2018	

I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE:	DATE
	5/3/19

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE
	5/3/19

Grant Agreement Provisions

- A. The parties agree to comply with the requirements and conditions contained herein.
- B. The Prescribed Burn Reporting and Monitoring Support Program is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.
1. Grantee agrees to acknowledge the California Climate Investments program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at www.arb.ca.gov/ccifundingguidelines.
 2. The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Emission Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.



3. Grantee agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB or the Board) as a funding source for the Prescribed Burn Reporting and Monitoring Support Program when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.



4. The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

C. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Prescribed Burn Reporting and Monitoring Support Program

Grant Funding Amount: **\$79,526**

This grant is intended to provide resources to air pollution control districts for an enhanced smoke management program. This includes enhanced reporting of prescribed fire activity in their regions, air monitoring of prescribed fires, improved public outreach regarding prescribed fires, and resources for district staff to attend regional training sessions on different elements of the State's smoke management program.

D. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Northern Sierra Air Quality Management District (hereinafter referred to as Grantee). The Grantee will perform the activities outlined in Section G, Scope of Work.
2. The CARB Project Liaison is John DaMassa. Correspondence regarding this project must be directed to:

John DaMassa, Chief
Modeling and Meteorology Branch
Air Quality Planning and Science Division
California Air Resources Board
P.O. Box 2815
Sacramento, CA 95812

3. The Grantee Liaison is Gretchen Bennitt. Correspondence regarding this project must be directed to:

Gretchen Bennitt
Air Pollution Control Officer
Northern Sierra Air Quality Management District
200 Litton Drive, Suite 320
Grass Valley, California 95945-2509

E. GOVERNING BOARD APPROVAL

Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB; however, the Grantee may not perform work under this Grant Agreement, and no funding will be disbursed until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB.

F. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties and Grantee's submission to CARB of its governing board's resolution, minute order, or other approval, described in Section E of this Grant Agreement. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.
2. Upon completion of the project milestones, the Grantee must submit a draft Final Report to the California Air Pollution Control Officers Association (CAPCOA) for their review and approval. CAPCOA will prepare a comprehensive draft Final Report for submission to CARB no later than January 31, 2021. In addition, the Grantee must submit a final Grant Disbursement Request to the CARB Project Liaison no later than March 31, 2021.
3. The Grantee must submit a Final Report to CAPCOA for their review and approval. CAPCOA will prepare a comprehensive Final Report for submission to CARB within thirty (30) days of project completion but no later than March 31, 2021.
4. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

G. SCOPE OF WORK

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement.

1. CARB is responsible for the following:

- a. Participating in a project kick-off meeting or conference call coordinated by CAPCOA, and ongoing coordination with the Grantee to discuss project activities and guide project implementation;
- b. Reviewing and approving elements developed by the Grantee or by the CAPCOA on behalf of the Grantee, such as Progress Reports, the draft Final Report, and the Final Report;
- c. Providing project oversight and accountability (in conjunction with the Grantee); and
- d. Ensuring compliance with the applicable requirements of this Grant Agreement.

2. The Grantee is responsible for the following:

Development and implementation of defined project tasks as described below. Minimum duties and requirements of the Grantee include:

- a. Participating in a project kick-off meeting or conference call;
- b. Ensuring that all project tasks are completed during the period of this grant;
- c. Apprising the CARB project liaison of any delays in implementing the scope of work below;
- d. Overseeing the project budget and funds; and
- e. Coordinating with CAPCOA on the submission of quarterly progress reports, a draft Final Report and the Final Report in compliance with the project schedule included as Exhibit B, Attachment II.

3. Project Development and Implementation

The Grantee's Scope of Work also includes the tasks and project elements described in Attachment I.

4. Project Kick-off and Ongoing Coordination

Grantee will participate in a kickoff meeting with similar grantees, CAPCOA and CARB. This meeting will be coordinated by CAPCOA, will take place at the onset of the grant, and will cover expectations throughout the period of the grant. In addition, the meeting will include discussion of the ongoing

coordination that will be required between the Grantee and CAPCOA.

5. Progress Reports

The Grantee must coordinate with CAPCOA on the submittal of comprehensive quarterly Progress Reports to CARB. If CAPCOA submits comprehensive quarterly Progress Reports which include progress by the Grantee, that will satisfy this requirement. Otherwise, the Grantee is responsible for submitting the quarterly reports directly to the CARB Project Liaison.

6. Final Report

The Grantee must coordinate with CAPCOA on the submittal of a comprehensive, draft Final Report by January 31, 2021, and a comprehensive Final Report by March 31, 2021. If CAPCOA submits comprehensive draft and final reports, that will satisfy this requirement. Otherwise the Grantee must submit them directly to the CARB Project Liaison. At a minimum, the draft and Final Report must include the following:

- a. Accounting summary of funds expended;
- b. Summary of work completed by the Districts; and
- c. Narrative of how the milestones have been met.

H. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is up to **\$79,526**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.
- b. The budget for this project is shown in Exhibit B, Attachment I. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.
- c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the project for all project activities performed during the term of the Grant Agreement.

2. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a

timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
 - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
 - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
 - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
 - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
 - v. CARB shall consider the available fund balance when determining the amount of the advance payment.
 - vi. Reports to CARB any material changes to the spending plan within 30 days.
 - vii. Agrees to not provide advance payment to any other entity.
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

- g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- h. The grantee assumes legal and financial risk of the advance payment.
- i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
- j. CARB will withhold payment of ten (10) percent of administrative funds until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on June 30, 2021 or the reversion date of the appropriation.

3. Grant Disbursements

All disbursements from the total Grant award will be made following CARB's review and approval of Grant Disbursement Request Forms

- a. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code Section 927, et. seq.

4. Suspension of Payments and Grant Agreement Termination

- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.
- b. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the

Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions.

- c. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Section M, General Grant Provisions.

5. Contingency Provision

In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

6. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)¹; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

- a. The Grantee must maintain documentation of all project administration funds, including the following:
 - i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;
 - ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;
 - iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;
 - iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

¹ Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and

- v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.
- b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after final payment under this Grant Agreement.
- c. The above documentation must be provided to CARB in the Final Report.

I. PROJECT MONITORING

1. Technical Monitoring

- a. Any changes to the Scope of Work or timeline for the project requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.
- b. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.
- c. In addition to quarterly Progress Reports submitted by CAPCOA, the Grantee must coordinate with CAPCOA to provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

J. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must coordinate with CAPCOA to provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in quarterly Progress Reports submitted to CARB by CAPCOA. A Final Report must be submitted through CAPCOA after all project funds have been expended. As specified in Sections G.5 and G.6 of this Agreement, Grantee may satisfy this requirement by including the required information in quarterly Progress Reports and a Final Report submitted directly to the CARB Project Liaison.

K. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee may recoup project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.
2. CARB or its designee reserves the right to audit at any time during the duration of this Grant Agreement the Grantee's costs of performing the Grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.
3. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for three (3) years after final payment under this Grant Agreement.
4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.
5. CAPCOA will serve in an oversight role to facilitate the overall success of the enhanced smoke management program. Grantee shall coordinate with CAPCOA on the submission of quarterly progress reports, the number of prescribed burns to monitor, the draft Final Report, and the Final Report.

L. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

CARB has determined that the project funded by this grant agreement is exempt from CEQA; Grantee should ensure that the project is implemented consistent with the grant agreement to maintain CEQA exempt status.

M. GENERAL GRANT AGREEMENT PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement will be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.

2. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
3. **Availability of Funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
4. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative(s) must have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant Agreement is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State audit records and interview staff in any Grant related to performance of this Grant Agreement.
5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, state, and county laws, rules, guidelines, regulations, and requirements.
6. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
7. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

The Grantee may have no interest, and must not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Agreement term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant Agreement.

The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Agreement term.

- 8. Disputes:** Unless CARB issues a grant suspension order under Section H.4 of this Agreement, the parties must continue with their responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within thirty (30) days of when the issue is first raised with CARB staff must be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- 9. Environmental justice:** In the performance of this Grant Agreement, the Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
- 10. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to track Grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
- 11. Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire, or other casualty, etc.
- 12. Governing law and venue:** This Grant Agreement is governed by and must be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement must be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity solely for the purposes of CARB's enforcement of this Grant Agreement.
- 13. Grantee's responsibility for work:** The Grantee must be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee must be responsible for any and all disputes arising out of its contract for work on the project, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes

between the Grantee and any other entity concerning responsibility for performance of work.

- 14. Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant award.
- 15. Independent Contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, must act in an independent capacity and not as officers, employees, or agents of CARB.
- 16. Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third-party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third-party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third-party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its third-party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

- 17. No third-party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third-party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
- 18. Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee must monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

19. Professionals: For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

20. Severability: If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

21. Termination: In addition to the termination provisions in Section H.4 of this Grant Agreement, CARB may terminate this Grant Agreement by written notice at any time prior to completion of this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement. Upon termination, the Grantee must immediately return project funds to CARB.

22. Timeliness: Time is of the essence in this Grant Agreement. Grantee must proceed with and complete the Project in an expeditious manner.

23. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party must not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

Work Tasks and Project Elements

1. Grantee will coordinate with CAPCOA on an appropriate number of prescribed burns to monitor during the grant period, and will attend training that CAPCOA will be coordinating on the use and deployment of air monitoring equipment. **Funding for burns that are monitored is available on a reimbursable basis from CAPCOA.**
2. Grantee will coordinate with CARB and CAPCOA on public messaging and outreach regarding the benefits of prescribed burning versus extreme fire events.
3. Grantee agrees to utilize the Prescribed Fire Information Reporting System (PFIRS) for all prescribed burns in their jurisdiction where feasible. CARB will provide one-on-one training to the Grantee on the use of PFIRS upon request. In addition, CAPCOA will be coordinating regional, group training sessions on the use of PFIRS.
4. Grantee will coordinate with CAPCOA on any additional training needs to facilitate an optimized prescribed fire monitoring and smoke management program in their jurisdiction.
5. Grantee will coordinate with CAPCOA to ensure that all prescribed burn projects in their jurisdiction larger than 10 acres in size or estimated to produce more than one ton of particulate matter, have a smoke management plan as required by 17 CCR Section 80160.
6. Grantee will keep records of each prescribed burn in their jurisdiction, or access this information from PFIRS, and provide this information quarterly to the CAPCOA coordinator for collection and preparation of a comprehensive quarterly progress report to be submitted to CARB. This information shall include the following:
 - a. Burns requested, burns permitted, acreage burned.
 - b. Locations of burns (in latitude and longitude where this information exists).
 - c. Type(s) of fuels burned for each prescribed burn.
 - d. Number and locations of prescribed burns monitored during the reporting period.
7. Grantee will coordinate with CAPCOA on the preparation of a comprehensive, draft Final Report and Final Report covering the entire grant period.

Work Statement

Budget Summary (Attachment I)
Project Schedule (Attachment II)

EXHIBIT B, Attachment I

Budget Summary

Grantee: Northern Sierra Air Quality Management District

Grant Agreement No.: G18-PBRM-18

Project: Prescribed Burn Reporting and Monitoring Support Program

Total Costs & Funding

Project Funds	\$71,573
Administrative Costs	\$7,953
Total Costs	\$79,526

EXHIBIT B, Attachment II

Project Schedule

Grantee: Northern Sierra Air Quality Management District

Grant Agreement No.: G18-PBRM-18

Project: Prescribed Burn Reporting and Monitoring Support Program

Work Task	Timeline
Participate in a kickoff meeting for this grant.	June 2019
Coordinate with CAPCOA on the submission of comprehensive quarterly reports describing progress made during the quarter in meeting the objectives of this grant.	Quarterly
Coordinate with CAPCOA on available training for the Prescribed Fire Information System (PFIRS), monitor deployment, and smoke modeling. Ensure that all personnel participating in the program are familiar with the procedures for each.	As needed
For a number of prescribed burns to be determined by CAPCOA, obtain monitoring equipment from the nearest regional cache of equipment, deploy the monitors, ensure valid data are being reported during the burn, and collect the equipment at the end of each burn for return to the nearest regional cache.	Ongoing
Utilize PFIRS for all prescribed burns within the grantee's jurisdiction where feasible.	Ongoing
Coordinate with CAPCOA on the preparation of a draft final report and final report.	January 31, 2021 (draft final report) and March 31, 2021 (final report)

To: Northern Sierra Air Quality Management District Board of Directors

From: Gretchen Bennitt, Air Pollution Control Officer

Date: May 20, 2019

Agenda Item: IV.D

Agenda Description: Ratify Agreement with CARB for AB197 funds

Issues: Chair Scofield authorized the Executive Director to sign the attached agreement with CARB. The Executive Director is requesting that the Board ratify this authorization today.

Requested Action:

1. Ratify agreement with CARB for AB 197 grant funds
2. Authorize the Chair to Sign Resolution # 2019-05

Attachment:

1. AB 197 Agreement with CARB
2. Resolution # 2019 - 05



Mary D. Nichols, Chair
Jared Blumenfeld, CalEPA Secretary
Gavin Newsom, Governor

April 30, 2019

Ms. Gretchen Bennett
Executive Director/Air Pollution Control Officer
Northern Sierra Air Quality Management District
200 Litton Drive, Suite 320
Grass Valley, California 95945

Dear Ms. Bennett:

Thank you for participating in the California Air Resources Board's (CARB) AB 197 Emission Inventory District Grant Program. Please find enclosed the Grant Agreement Provisions that were mutually agreed upon by CARB and the participating districts (provided to keep for your records), along with three original Grant Agreement Cover Sheets. In order to guarantee funding, all three Grant Agreement Cover Sheets must be signed by your authorized District representative and received by CARB no later than May 10, 2019.

Please mail your three signed Grant Agreement Cover Sheets as soon as possible to:

Kevin Eslinger
California Air Resources Board
Air Quality Planning and Science Division
1001 I Street
Sacramento, California 95814

Also, if you have not already done so, please be sure to submit a board resolution, minute order, or other approval from your governing board authorizing the District representative to enter this agreement.

Thank you again for your participation, and please do not hesitate to contact me at (916) 323-4887, or Gabe Ruiz of my staff at (916) 322-7673 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "David Edwards".

David Edwards, Assistant Division Chief
Air Quality Planning and Science Division



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Ms. Gretchen Bennitt
April 30, 2019
Page 2

cc: Gabe Ruiz, Manager
Toxics Inventory & Special Projects Section
Air Quality Planning and Science Division

Kevin Eslinger
Toxics Inventory & Special Projects Section
Air Quality Planning and Science Division

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
 G18-EIDG-20

NAME OF GRANT PROGRAM AB 197 Emission Inventory District Grant	
GRANTEE NAME Northern Sierra Air Quality Management District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 68-0124279	TOTAL GRANT AMOUNT NOT TO EXCEED \$8,583.00
FISCAL GRANT TERM	
FROM: May 1, 2019	TO: May 1, 2020
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT	
FROM: May 1, 2019	TO: May 1, 2020

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Northern Sierra Air Quality Management District (the "Grantee").

- Exhibit A – Grant Agreement Provisions
- Exhibit B – Work Statement
- Exhibit B, Attachment 1 – Budget Summary
- Exhibit B, Attachment 2 – Project Disbursement Schedule
- Exhibit B, Attachment 3 – Project Schedule

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Northern Sierra Air Quality Management District	
SIGNATURE OF ARBS AUTHORIZED SIGNATORY		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>Stephen Bennett</i>	
TITLE Administrative Services Branch Chief, CARB	DATE	TITLE Executive Director	DATE 5-3-19
STATE AGENCY ADDRESS 1001 I Street, Sacramento, California 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 200 Litton Drive, Suite 320, Grass Valley, California 95945	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$8,583.00	PROGRAM 3510000D32	PROJECT N/A	ACTIVITY N/A
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE Cost of Implementation		FUND NO. 3237
TOTAL AMOUNT ENCUMBERED TO DATE \$8,583.00	(OPTIONAL USE)	FISCAL SUPPLIER ID 0000095483	CHAPTER 29
APPR REF 001	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39007100	STATUTE 2018
		SERVICE LOCATION 46504	FISCAL YEAR (ENY) 2018

I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE <i>[Signature]</i>	DATE 4/24/19
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I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE <i>[Signature]</i>	DATE 4/29/19
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Grant Agreement Provisions

A. The parties agree to comply with the requirements and conditions contained herein.

B. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Reporting of Calendar Year 2018 Point Source Emissions Data

Grant Funding Amount: \$ 8,583.00

C. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Northern Sierra Air Quality Management District (hereinafter referred to as Grantee).
2. The CARB Project Liaison is Kevin Eslinger. Correspondence regarding this project must be directed to:

Kevin Eslinger
California Air Resources Board
Air Quality Planning and Science Division
P.O. Box 2815
Sacramento, California 95812
Phone: (916) 445-2151
Email: Kevin.Eslinger@arb.ca.gov

3. The Grantee Liaison is Gretchen Bennitt. Correspondence regarding this project must be directed to:

Gretchen Bennitt
Executive Director/APCO
Northern Sierra Air Quality Management District
200 Litton Drive, Suite 320
Grass Valley, California 95945
Phone: (530) 274-9360
Email: nsaqmd.gretchen@gmail.com

D. DISTRICT GOVERNING BOARD APPROVAL

Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the

Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB, however, the Grantee may not perform work under this Grant Agreement until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Project Liaison on or before August 1, 2019.

E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.
2. Upon completion of the project milestones, the Grantee must submit a draft Final Report and the final Grant Disbursement Request to the CARB Project Liaison no later than March 1, 2020.
3. The Final Report must be received by CARB within thirty (30) days of project completion but no later than May 1, 2020.
4. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by December 1, 2019, forty (40) percent of the project scope of work has not been completed by the Grantee. In the event of such termination, Section G. Fiscal Administration, 3. Suspension of Payments and Early Grant Termination of this agreement shall apply.
5. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

F. SCOPE OF WORK

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement. In sum, the Grantee shall review and update data currently stored or being uploaded into the California Emissions Inventory Development and Reporting System (CEIDARS) database. If additional funding becomes available, this Grant Agreement may be amended in subsequent years to provide additional funding to the Grantee to improve the future data loaded into the CEIDARS database.

1. **CARB is responsible for the following:**

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- a. Participating in a project kick-off meeting or conference call and ongoing coordination with the Grantee to discuss project activities and guide project implementation;
- b. Reviewing and approving elements developed by the Grantee for implementation of the project, such as Progress and Final Reports;
- c. Reviewing and approving the Grant Disbursement Request Forms (Exhibit C) and distributing funds to the Grantee in accordance with Exhibit B, Attachment II Project Disbursement Schedule if the milestones have been met;
- d. Providing project oversight and accountability (in conjunction with the Grantee); and
- e. Ensuring compliance with the applicable requirements of this Grant Agreement.

2. The Grantee is responsible for the following:

Development and implementation of defined project tasks as described below. Minimum duties and requirements of the Grantee include:

- a. Conducting a project kick-off meeting or conference call and maintaining ongoing project coordination with the CARB Project Liaison;
- b. Reviewing, updating, and submitting to CARB quality assured criteria and toxic pollutant emissions data for calendar year 2018 for stationary sources of criteria pollutant emissions and toxic air contaminants under the Grantee's jurisdiction;
- c. Overseeing the project budget and funds; and
- d. Submitting a draft Final Report, Grant Disbursement Requests, and a Final Report to CARB.

3. Project Development and Implementation

The Grantee's Scope of Work includes the following tasks and project elements:

- a. Review and update the district facilities¹ in CARB's 2018 CEIDARS emission inventory database that have been rolled over from prior inventory years. The Grantee should make a determination whether any facilities in their jurisdiction should be added to the database and report the required

¹ For purposes of this Grant Agreement, "facility" means a stationary source within the Grantee's jurisdiction that is a reportable source of criteria pollutant or toxic air contaminant emissions.

information per Section F.3.b below, giving priority to facilities subject to CARB's Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR facilities). In addition, the Grantee will work with CARB's emission inventory staff to remove closed facilities from the CEIDARS 2018 facility tables.

b. Review and, to the extent that the Grantee has the necessary data, update the following CEIDARS tables for each facility in operation in 2018:

- i. FACILITY tables (FAC) – The Grantee must review and update the name, address, geospatial coordinates and, to the extent available, other basic information for each emitting facility in CEIDARS.
- ii. Criteria and toxics EMISSION tables (EMS and TEMS) – These tables contain the actual emissions for each emitting process. For each pollutant emitted, the Grantee must review and, if data are available, update information on the amounts emitted annually.

c. Reporting Applicability.

The Grantee must report into CEIDARS annual criteria pollutant emissions for all facilities that emit 10 tons/year or more of any of the criteria pollutants listed in section F.3.d below. In addition, the Grantee must report annual toxic pollutant emissions data collected under the Grantee's AB 2588 Air Toxics Hot Spots Information and Assessment Act program in accordance with the "*Air Toxics Hot Spots Emission Inventory Criteria and Guidelines*" (located at <https://www.arb.ca.gov/ab2588/2588guid.htm>).

d. Pollutants to be Reported.

When updating the CEIDARS emissions tables described in Section F.3.b above, the Grantee must report emissions for the following criteria pollutants: total organic gases (TOG), nitrogen oxides (NOx), sulfur oxides (SOx), carbon monoxide (CO), particulate matter (PM), lead (Pb) and ammonia (NH3). In lieu of TOG and PM, the Grantee has the option of reporting reactive organic gases (ROG), and PM10 and/or PM2.5; however, if these three pollutants are not reported, CARB will calculate them based upon the respective TOG and PM speciation profiles. The Grantee must also report emissions of toxics pollutants that are listed in Appendix A-1 (located at <https://www.arb.ca.gov/ab2588/final/a1.pdf>), in accordance with Section VIII.E of the "*Air Toxics Hot Spots Emission Inventory Criteria and Guidelines*".

4. Project Kick-off and Ongoing Coordination

Before initiating work on the project, a one-time kick-off meeting or conference

call will be held between the Grantee and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work. Ongoing Grantee coordination and review meetings with the CARB Project Liaison to discuss project status will be held as needed. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. These meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.

5. Progress Reports

The Grantee must submit a Progress Report to CARB by December 1, 2019, providing a summary of the work completed. Alternately, if all the tasks identified in the Scope of Work have been completed, the Grantee may submit a Draft Final Report.

Progress Reports may be submitted electronically and, at a minimum, must include:

- a. Title of project, name of Grantee, and Grant number;
- b. Summary of work completed and in progress, noting progress toward completion of tasks and milestones identified in the work plan;
- c. Identified problems or concerns and proposed solutions, if applicable;

If the Grantee is requesting a grant disbursement, the Progress Report must also include:

- d. Accounting summary of Grant funds expended; and
- e. Itemized invoice showing all costs for which reimbursement is being requested.

6. Final Report

The Grantee must submit a Draft Final Report by March 1, 2020, providing a summary of any additional work conducted after the Progress Report. If CARB staff determine that revisions are necessary, the Grantee must submit a Final Report by May 1, 2020. At a minimum, the Final Report must include the following:

- a. Title of project, name of Grantee, and Grant number;
- b. Accounting summary of Grant funds expended;

- c. Summary of work completed; and
- d. Narrative of how the milestones have been met.

7. Grant Disbursement Requests

Upon completion of all the tasks identified in the Scope of Work, the Grantee may submit a Grant Disbursement Request using the AB 197 Grant Disbursement Request Form. Disbursement Requests must be accompanied by a Progress Report or Final Report.

G. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is up to **\$ 8,583.00**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.
- b. The budget for this project is shown in Exhibit B, Attachment I. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.
- c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the project.

2. Grant Disbursements

All disbursements from the total Grant award will be made following CARB's review and approval of Grant Disbursement Request Forms documenting completion of project milestones.

- a. The Grantee must submit (via e-mail or regular mail) Grant Disbursement Requests to the CARB Project Liaison. A disbursement request must be made in conjunction with completed milestones documented in a Progress Report or a Draft Final Report. Grant payments are subject to CARB's approval of the Progress Report or Draft Final Report and any accompanying deliverables. A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented, a deliverable meeting specification has not been provided, claimed expenses are not documented, not valid per the budget, not reasonable, or the Grantee has not met other terms of the Grant Agreement.

- b. The Division Chief of the Air Quality Planning and Science Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Air Quality Planning and Science Division or designee of CARB, are not reasonable or do not comply with the Grant Agreement. CARB will have sole discretion to accelerate the timeline for allowable disbursements of administrative and project funds identified in Exhibit B, Attachment II, necessary to assure the goals of the project are met.
- c. CARB will withhold payment of ten (10) percent of administrative funds until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- d. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code section 927, et. seq.

3. Suspension of Payments and Grant Agreement Termination

- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.
- b. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section H of these provisions.
- c. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Section K, General Grant Provisions.

4. Contingency Provision

In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

5. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)²; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

- a. The Grantee must maintain documentation of all project administration funds, including the following:
 - i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;
 - ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;
 - iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;
 - iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and
 - v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.
- b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its

² Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

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designee. These records must be retained for a minimum of three (3) years after completion of the Grant Agreement.

H. PROJECT MONITORING

1. Meetings with CARB

- a. Project kick-off: A one-time kick-off meeting or conference call will be held between the Grantee's key project personnel and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work.
- b. Ongoing coordination and review meetings: Ongoing Grantee coordination and review conference calls or meetings with the CARB Project Liaison to discuss project status will be held on an as needed basis.
- c. Site visits: Site visits may be established by the CARB Project Liaison during the term of this Grant Agreement.

2. Technical Monitoring

- a. Any changes to the Scope of Work or timeline for the project requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.
- b. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.
- c. In addition to the Draft Final and Final Reports, the Grantee must provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

I. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in the Draft Final

Report submitted to CARB. A Final Report must be submitted after all project funds have been expended.

J. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee may recoup project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.
2. CARB or its designee reserves the right to audit at any time during the duration of this Grant Agreement the Grantee's costs of performing the Grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.
3. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for three (3) years after final payment under this Grant Agreement.
4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

K. GENERAL GRANT AGREEMENT PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement will be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
3. **Availability of Funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

4. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative(s) must have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant Agreement is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State audit records and interview staff in any Grant related to performance of this Grant Agreement.
5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, state, and county laws, rules, guidelines, regulations, and requirements.
6. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
7. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

The Grantee may have no interest, and must not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Agreement term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant Agreement.

The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Agreement term.

8. **Disputes:** The Grantee must continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within thirty (30) days of when the issue is first raised with CARB staff must be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.

9. **Environmental justice:** In the performance of this Grant Agreement, the Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
10. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to track Grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
11. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire, or other casualty, etc.
12. **Governing law and venue:** This Grant Agreement is governed by and must be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement must be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
13. **Grantee's responsibility for work:** The Grantee must be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee must be responsible for any and all disputes arising out of its contract for work on the project, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
14. **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant award.

- 15. Independent Contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, must act in an independent capacity and not as officers, employees, or agents of CARB.
- 16. Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third-party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third-party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third-party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its third-party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

- 17. No third-party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third-party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
- 18. Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee must monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- 19. Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 20. Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

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21. Termination: In addition to the termination provisions in Section G.3 of this Grant Agreement, CARB may terminate this Grant Agreement by written notice at any time prior to completion of this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement. Upon termination, the Grantee must immediately return project funds to CARB.

22. Timeliness: Time is of the essence in this Grant Agreement. Grantee must proceed with and complete the Project in an expeditious manner.

23. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party must not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

Work Statement

Budget Summary (Attachment I)
Project Disbursement Schedule (Attachment II)
Project Schedule (Attachment III)

EXHIBIT B, Attachment I

Budget Summary

Grantee: Northern Sierra Air Quality Management District

Grant Agreement No.: G18-EIDG-20

Project: Reporting of Calendar Year 2018 Point Source Emissions Data

Total Costs & Funding

Costs	Grant
Total Project Funds	\$ 8,583.00

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EXHIBIT B, Attachment II

Project Disbursement Schedule

Grantee: Northern Sierra Air Quality Management District

Grant Agreement No.: G18-EIDG-20

Project: Reporting of Calendar Year 2018 Point Source Emissions Data

Milestone Description	Scheduled Payment of Grant Funds
Review and update facility information and emissions data for facilities that were in operation in 2018	\$ 7,725.00 (90 percent)
Submittal of Final Report to CARB (no later than May 1, 2020)	\$ 858.00 (10 percent)
Grant Agreement Total Funding Amount	\$ 8,583.00

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EXHIBIT B, Attachment III

Project Schedule

Grantee: Northern Sierra Air Quality Management District

Grant Agreement No.: G18-EIDG-20

Project: Reporting of Calendar Year 2018 Point Source Emissions Data

Work Task	Timeline
District Governing Board Approval	April 30, 2019
Grant Agreement Execution	April 30, 2019
Kick Off Meeting	TBD
Update facility information and emissions data for facilities that were in operation in 2018	August 1, 2019
Progress Report	December 1, 2019
Draft Final Report	March 1, 2020
Final Report	May 1, 2020

GV

**NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT
RESOLUTION #2019-05**

In the Matter of Accepting Funding Provided by Assembly Bill 197.

Whereas, Assembly Bill 197 (AB 197) is a companion legislative piece to Senate Bill 32 (SB32); and

Whereas, SB32 is the scoping plan for the climate change legislative requirements of AB32; and

Whereas, AB197 requires CARB to estimate GHG emissions for each evaluated measure in the development of the scoping plan and the associated criteria and toxics emissions for those measures; and

Whereas, AB 197 provides funding for the implementation of emission reporting requirements for SB32; and

Whereas, the Northern Sierra Air Quality Management District has been approved by the California Air Resources Board (CARB) for a grant under AB 197; and

Whereas, the grant award is for expenses necessary for implementation of AB197; and

Whereas, the grant award amount (\$8,583); and

Whereas, the District is accepting \$ 8,583 of funds under AB197.

Whereas, CARB requires a Board resolution authorizing the Air Pollution Control Officer (APCO) to sign the Grant Agreement and accept funding; and

NOW, THEREFORE, BE IT RESOLVED, by the Northern Sierra Air Quality Management District Board as follows:

1. The Board authorizes the APCO to sign the Agreement with CARB to execute all other necessary documents to implement and carry out the purposes of this resolution.
2. The Board does hereby approve the acceptance of the \$8,583 of funds under AB197 in accordance with the terms and conditions of the Grant Agreement.
3. The Board hereby authorizes the APCO to accept any unallocated and awarded funds to the District under AB197.

On a motion by Supervisor _____, and seconded by Supervisor _____, the foregoing resolution was approved and adopted by the Board of Directors of the Northern Sierra Air Quality Management District at a regular meeting held on May 20, 2019, by the following roll call vote:

Ayes:

Noes:

Absent:

Abstaining:

Approve: _____
Chair of Board

Attest: _____
Dawn Lunsford, Clerk of the Board

To: Northern Sierra Air Quality Management District Board of Directors

From: Gretchen Bennitt, Air Pollution Control Officer

Date: May 20, 2019

Agenda Item: V.A

Agenda Description: Status on Portola PM2.5 Nonattainment Area

Issues: Staff will update the Board on the status.

Requested Action: None, informational only

To: Northern Sierra Air Quality Management District Board of Directors

From: Gretchen Bennitt, Air Pollution Control Officer

Date: May 20, 2019

Agenda Item: V.B

Agenda Description: Green Waste

Issues: The Board of Directors requested that this agenda item be discussed. The Executive Director invited the plant manager of American Renewable Power to discuss green waste utilization.

Requested Action: Provide Direction to Staff as Needed

Attachments:

1. none

