

**Northern Sierra Air Quality Management District
Governing Board of Directors
Agenda
Regular Meeting**

**Monday
September 25, 2023
1:00 PM**

**Paul Roen, Chair
Sierra County Supervisor, District Three**

**Lee Adams, Vice-Chair
Sierra County Supervisor, District One**

**Hardy Bullock
Nevada County Supervisor, District Five**

**Ed Scofield
Nevada County Supervisor, District Two**

**Tom McGowan
Plumas County Supervisor, District Three**

**Dwight Ceresola
Plumas County Supervisor, District One**

Alternates:

**Susan Hoek, Nevada County Supervisor, District Four
Lila Heuer, Sierra County Supervisor, District Two
Jeff Engel, Plumas County Supervisor, District Five**

**Northern Sierra Air Quality Management District
Julie Hunter, Interim Air Pollution Control Officer**

**Grass Valley Office
200 Litton Drive, Ste 320
Grass Valley, CA 95945
(530) 274-9360**

**Portola Office
257 E. Sierra, Unit E.
Portola, CA 96122
(530) 832-0102**

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

September 25, 2023

1:00 P.M.

**This meeting will be held by videoconference/telephone 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**

**(Site C) VIDEOCONFERENCE/TELEPHONE CONFERENCE
Nevada County Supervisors Office
10183 Truckee Airport Road, Truckee, CA 96161**

**(Site D) VIDEOCONFERENCE/TELEPHONE CONFERENCE
Great Hall, Union Station,
255 S Clinton Chicago, IL**

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:

A.Call to Order

B Roll call and determination of quorum.

C. 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.

II. Approval and/or Modifications to Agenda

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 – June 26, 2023

B.Payment Details by Vendor Board Report – June and July 2023

C.Re-Appoint Variance Hearing Board Member Greg Margason (Engineer)
September 25, 2023 to September 25, 2028

IV. Closed Session

Pursuant to Government Code section 54957(b)(1), a closed session will be held to discuss the appointment of an Executive Director

V. Administrative Report (Action/Discussion Items)

A.Ratify Contract # G22-EIDG-20 between CARB and Air District for Receiving \$8,583 in AB 197 Emission Inventory Grant funds.

B. Approval of Resolution #2023-09 for the District to accept funds from the California Resources Board for the AB197 Grant – Round 6

C. Ratify CPS HR Consulting Services Agreement for the NSAQMD Executive Director – Outreach contract.

D.Approval of Fiscal Year 2022/2023 Unaudited Actuals and Budget Revision

E.Approval of hiring the approved Air Pollution Specialist I, at a Step C.

VI. Director's Report (Informational Only)

A.Information Technology update

B.Online payment update

C.Conference room update

VII. Staff Reports/Program Updates (Informational Only)

A.Monitoring Network Update

B.Planning Program Update

C.Permitting Program Update

D.Compliance/Enforcement Program Update

E.Targeted Airshed Grant Update

F.Grants Update

VIII. 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.

X. Schedule next Meeting – Video/Phone Conference October 23, 2023 @ 1:00 PM

XI. 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, Northern Air District office in Portola, 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: Julie Hunter, Interim Air Pollution Control Officer

Date: September 25, 2023

Agenda Item: II

Agenda Description: Approval and/or Modifications to Agenda

Requested Action: Discuss modifications to agenda, approve agenda with a roll call vote.

ROLL CALL VOTE REQUESTED

To:Northern Sierra Air Quality Management District Board of Directors

From: Julie Hunter, Interim Air Pollution Control Officer

Date: September 25, 2023

Agenda Item: III.A

Agenda Description: Approval of regular meeting minutes – June 26, 2023

Requested Action: Approve Draft Minutes

ROLL CALL VOTE REQUESTED

Attachments:

1. Draft June 26, 2023 minutes

DISTRICT HEADQUARTERS
200 Litton Drive, Suite 320
Mailing Address:
Grass Valley, CA 95945
(530) 274-9360 / FAX: (530) 274-7546
email: office@myairdistrict.com or www.myairdistrict.com

NORTHERN FIELD OFFICE
257 E. Sierra, Unit E
Mailing Address: P.O. Box 2227
Portola, CA 96122
(530) 832-0102 / FAX: (530) 832-0101

MINUTES

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

June 26, 2023

1:00 p.m.

This meeting will be held in person at the following location:

Nevada County Supervisors Office

10183 Truckee Airport Road Truckee, CA 96161

Members Present:

Supervisor Roen, Chair
Supervisor Adams, Vice-Chair
Supervisor Scofield
Supervisor Ceresola
Supervisor McGowan
Supervisor Bullock

**I. Standing Orders:
Call to Order. Roll Call and Determination of Quorum.**

Chair Roen called the meeting to order at 1:03 P.M. A quorum was confirmed. Also, present; Julie Hunter, Interim APCO; Dawn Lunsford, Clerk of the Board, Kit Elliott Nevada County Counsel.

A. 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 Roen called for public comment for items not appearing on the agenda. There was no public comment.

II. Approval and/or modification to the agenda

Chair Roen reminded the Board that the July Board Meeting is typically skipped, the next board meeting is August 28, 2023. Chair Roan advised we may have to have a special meeting in July 2023 due to pending items that need to go to the Board sooner than

August Supervisor Bullock made a motion to approve the consent calendar. Supervisor Ceresola seconded the motion. The motion was approved unanimously by those in attendance, following a roll call vote.

III. Consent Calendar

Supervisor McGowan entered the meeting at 1:07 pm. Supervisor Adams made a motion to approve the consent calendar. Supervisor Bullock seconded the motion. The motion was approved unanimously following a roll call vote.

IV. Administrative Report

IV.A- Final Approval for FY 2023-2024 Operating and Restricted Budget.

Julie Hunter reported that last month the Board was presented with the preliminary Budget and there were no public comments, and no changes were made. The Final Budget is attached and needs to be approved by the board and authorize Chair Roen to sign resolution #2023-06. Supervisor Scofield made a motion to approve the Final Budget. Supervisor Bullock seconded the motion. The motion was approved unanimously by those in attendance, following a roll call vote.

V. B- Approval of the amended Grant Agreement between the District and California Air Resources Board for the FY 21/22 Wood Smoke Reduction Program.

Julie Hunter reported Northern Sierra has been approved to receive \$245,000 with \$23,452 for implementation and administration funds. This Wood Smoke Reduction Program cannot be used for the non-attainment area in Portola. All other areas in the three counties can receive the Wood Smoke Reduction Program. There is criteria to be eligible for the program and there are people on the waiting list. This program will be administered in the Grass Valley office. Ms. Hunter asked for approval of Resolution #2023-08 for accepting the Wood Smoke Reduction Program FY 2021-2022. Supervisor Scofield made a motion to approve the Final Budget. Supervisor Bullock seconded the motion. The motion was approved unanimously by those in attendance, following a roll call vote.

Chair Roen also added this program only applies to wood stoves, not heat pumps. Julie added it also applies propane and pellet.

VI. Director's Report

Julie Hunter explained at the May 22, 2023, Board Meeting, a District Rule was proposed for that would impose a mandatory curtailment of burning in non-EPA certified woodstoves during curtailment periods, throughout the entire non-attainment area. The Board members asked how curtailing wood stove burning in Zone 2, the Graeagle area, would impact Portola's air quality since there was not a regulatory monitor in Graeagle. District staff pulled data from non-regulatory instruments in the area and determined that air quality in Zone 2 was not impacting Portola, and therefore mandatory curtailment in Zone 2 would not be necessary. Staff discussed this with CARB and it was agreed that the District Rule should only be imposed in the Zone 1 nonattainment area. This Zone includes Portola City Limits, plus the area just outside city limits.

Ms. Hunter requested to bring a draft District Rule to the next meeting that will include the current implemented contingency measures of curtailment season being extended to September through April and the curtailment called at the PM2.5 level of 20 µg/m3 and will only be applied to Zone 1 of the Nonattainment area.

VI. Closed Session – Pursuant to Government Code section 54957(b)(1), a closed session will be held to discuss the appointment of an Executive Director.

Chair Roen requested to adjourn to closed session.

Julie Hunter and Dawn Lunsford were asked to leave the room.

The Board reconvened into open session. Chair Roen stated direction was given to the Ad Hoc committee and staff.

VII. Staff Reports/Program Updates (Informational Only)

Julie hopes to have the staff give the updates on one of the meetings.

Informational reports were giving on the following District duties:

- A. Monitoring Network Update
- B. Planning Program Update
- C. Permitting Program Update
- D. Compliance/Enforcement Program Update
- E. Targeted Airshed Grant Update

VIII. Concerns of the Board

There were no concerns of the Board.

IX. Schedule next Meeting –

The next meeting was scheduled for August 28, 2023, at 1:00 PM.

X. Adjournment

The meeting was adjourned at 2:04 P.M.

To: Northern Sierra Air Quality Management District Board of Directors

From: Julie Hunter, Interim Air Pollution Control Officer

Date: September 25, 2023

Agenda Item: III.B

Agenda Description: Payment Details by Vendor Board Report – June and July 2023

Summary: Vendor Reports are available for the Board and Public to review

Requested Action: Review and approve reports.

ROLL CALL VOTE REQUESTED

Attachments:

1.Payment Details by Vendor Board Report – June and July 2023

Northern Sierra Air Quality Management District
Payment details by Vendor Board Report
June 2023

Type	Date	Num	Memo	Account	Amount
Adecco					
Bill Pmt -Check	06/01/2023	25989	10-5318	10-1000 · Cash, Operati...	-1,125.18
Bill Pmt -Check	06/08/2023	260153	10-5318	10-1000 · Cash, Operati...	-917.91
Bill Pmt -Check	06/15/2023	260384	10-5318	10-1000 · Cash, Operati...	-888.30
Bill Pmt -Check	06/29/2023	260908	10-5318	10-1000 · Cash, Operati...	-1,806.21
Total Adecco					-4,737.60
ADP Fees					
Bill Pmt -Check	06/09/2023	711633	processing charges Payd...	10-1003 · Cash, Bank Pa...	-55.18
Bill Pmt -Check	06/23/2023	204836	check date 6/15/23 payro...	10-1003 · Cash, Bank Pa...	-55.18
Bill Pmt -Check	06/30/2023	140039	time and attendance char...	10-1003 · Cash, Bank Pa...	-38.72
Total ADP Fees					-149.08
Agilaire LLC					
Bill Pmt -Check	06/01/2023	V973272	Renew software support ...	10-1000 · Cash, Operati...	-2,700.00
Total Agilaire LLC					-2,700.00
Albert Battaglia					
Bill Pmt -Check	06/15/2023	V974125		20-1000 · Cash, Restrict...	-900.00
Total Albert Battaglia					-900.00
All Star Chimney, Eli Marchus					
Bill Pmt -Check	06/29/2023	V974494		20-1000 · Cash, Restrict...	-665.00
Total All Star Chimney, Eli Marchus					-665.00
Asquith Business Service					
Bill Pmt -Check	06/15/2023	V974064	1.5 EPA HOURS, PPE 6/...	10-1000 · Cash, Operati...	-880.00
Bill Pmt -Check	06/29/2023	V974478	PPE 6/23/23	10-1000 · Cash, Operati...	-371.25
Total Asquith Business Service					-1,251.25
AT&T CALNET 3					
Bill Pmt -Check	06/08/2023	260192		10-1000 · Cash, Operati...	-26.83
Bill Pmt -Check	06/29/2023	260975		10-1000 · Cash, Operati...	-51.89
Bill Pmt -Check	06/29/2023	260977		10-1000 · Cash, Operati...	-44.02
Total AT&T CALNET 3					-122.74
B of A					
Bill Pmt -Check	06/01/2023	V973292	PPE 5/26/23	10-1000 · Cash, Operati...	-16,879.36
Bill Pmt -Check	06/15/2023	V973988	PPE 6/9/23	10-1000 · Cash, Operati...	-16,879.36
Bill Pmt -Check	06/29/2023	V974411	ppe 6/23/23	10-1000 · Cash, Operati...	-16,879.35
Total B of A					-50,638.07

Northern Sierra Air Quality Management District Payment details by Vendor Board Report June 2023

Type	Date	Num	Memo	Account	Amount
CALPERS (Health)					
Bill Pmt -Check	06/01/2023	912438	June 23	10-1000 · Cash, Operati...	-8,263.88
Bill Pmt -Check	06/29/2023	912514	July 2023	10-1000 · Cash, Operati...	-8,263.88
Total CALPERS (Health)					-16,527.76
CALPERS (Retirement)					
Bill Pmt -Check	06/01/2023	912439	PPE 5/26/23	10-1000 · Cash, Operati...	-2,217.19
Bill Pmt -Check	06/01/2023	912441	PPE 5/26/23	10-1000 · Cash, Operati...	-755.75
Bill Pmt -Check	06/15/2023	912471	PPE 6/1-6/09/23	10-1000 · Cash, Operati...	-755.75
Bill Pmt -Check	06/15/2023	912469	PPE 6/1-6/09/23	10-1000 · Cash, Operati...	-2,217.19
Bill Pmt -Check	06/15/2023	912468	Monthly ER Classic UAL ...	10-1000 · Cash, Operati...	-10,187.92
Bill Pmt -Check	06/15/2023	912472	Monthly ER PEPRA ual ...	10-1000 · Cash, Operati...	-133.75
Bill Pmt -Check	06/29/2023	812517	PPE 5/26/23	10-1000 · Cash, Operati...	-755.75
Bill Pmt -Check	06/29/2023	912515	PPE 6/23/23	10-1000 · Cash, Operati...	-2,217.19
Total CALPERS (Retirement)					-19,240.49
CALPERS 457 PLAN					
Bill Pmt -Check	06/01/2023	912440	PPE 5/26/23	10-1000 · Cash, Operati...	-792.12
Bill Pmt -Check	06/15/2023	912470	PPE 6/1-6/09/23	10-1000 · Cash, Operati...	-792.12
Bill Pmt -Check	06/29/2023	912516	PPE 6/23/23	10-1000 · Cash, Operati...	-792.12
Total CALPERS 457 PLAN					-2,376.36
CAPCOA California Air Pollution Control O					
Bill Pmt -Check	06/08/2023	260146	2023 membership dues	10-1000 · Cash, Operati...	-1,288.15
Total CAPCOA California Air Pollution Control O					-1,288.15
Collins Pine Co. Vendor					
Bill Pmt -Check	06/08/2023	260154	Collins Pine co. Murray C...	20-1000 · Cash, Restrict...	-132,000.00
Total Collins Pine Co. Vendor					-132,000.00
Dawn Lundford					
Bill Pmt -Check	06/15/2023	V974075	dental	10-1000 · Cash, Operati...	-234.00
Total Dawn Lundford					-234.00
English Mountain Ranch					
Bill Pmt -Check	06/15/2023	V974003	June 2023 rent & May Util	10-1000 · Cash, Operati...	-4,672.41
Total English Mountain Ranch					-4,672.41
Feather Publishing Co.					
Bill Pmt -Check	06/15/2023	260383	Hlgh Country Life Magazi...	20-1000 · Cash, Restrict...	-320.00
Total Feather Publishing Co.					-320.00

Northern Sierra Air Quality Management District Payment details by Vendor Board Report June 2023

Type	Date	Num	Memo	Account	Amount
Heat Transfer Systems					
Bill Pmt -Check	06/01/2023	V9736262		20-1000 · Cash, Restrict...	-40,500.00
Bill Pmt -Check	06/08/2023	V973879	TAG2018 #2023-018 Hu...	20-1000 · Cash, Restrict...	-13,500.00
Total Heat Transfer Systems					-54,000.00
House of Print and Copy					
Bill Pmt -Check	06/08/2023	260176	Bus Cards, Duane S. an...	10-1000 · Cash, Operati...	-86.31
Total House of Print and Copy					-86.31
Hunter, Julie					
Bill Pmt -Check	06/29/2023	V974520	dental	10-1000 · Cash, Operati...	-97.00
Total Hunter, Julie					-97.00
Intermountain Disposal, Inc. Vendor					
Bill Pmt -Check	06/01/2023	259955	Metal Hauling	20-1000 · Cash, Restrict...	-165.00
Bill Pmt -Check	06/01/2023	259954		10-1000 · Cash, Operati...	-33.03
Bill Pmt -Check	06/15/2023	260440	TAG 2018 Residential Ya...	20-1000 · Cash, Restrict...	-363.45
Bill Pmt -Check	06/15/2023	260439	TAG 2018 Residential Ya...	20-1000 · Cash, Restrict...	-1,817.25
Total Intermountain Disposal, Inc. Vendor					-2,378.73
J&C Enterprises					
Bill Pmt -Check	06/01/2023	V973292	8 cords of firewood	20-1000 · Cash, Restrict...	-2,200.00
Total J&C Enterprises					-2,200.00
James Merzon					
Bill Pmt -Check	06/15/2023	V974106	JULY 2023 rent	10-1000 · Cash, Operati...	-555.00
Total James Merzon					-555.00
Lassen Pest Control					
Bill Pmt -Check	06/15/2023	260474	wasps	10-1000 · Cash, Operati...	-150.00
Total Lassen Pest Control					-150.00
Quincy Hot Spot					
Bill Pmt -Check	06/01/2023	259924		20-1000 · Cash, Restrict...	-20,744.70
Bill Pmt -Check	06/15/2023	260410		20-1000 · Cash, Restrict...	-33,581.47
Total Quincy Hot Spot					-54,326.17
R&B Com, Inc.					
Bill Pmt -Check	06/15/2023	260417	Marketing service TAG 2...	20-1000 · Cash, Restrict...	-1,221.00
Bill Pmt -Check	06/15/2023	260416	May 2023 charges	10-1000 · Cash, Operati...	-1,729.97
Total R&B Com, Inc.					-2,950.97

Northern Sierra Air Quality Management District Payment details by Vendor Board Report June 2023

Type	Date	Num	Memo	Account	Amount
SDRMA Special Dist Risk Mgnt Authority					
Bill Pmt -Check	06/08/2023	V973816	23-24 workman comp	10-1000 · Cash, Operati...	-5,533.85
Bill Pmt -Check	06/29/2023	V974385	property / liability insuran...	10-1000 · Cash, Operati...	-16,022.95
Total SDRMA Special Dist Risk Mgnt Authority					-21,556.80
Sonoma Technology					
Bill Pmt -Check	06/08/2023	V973884	TAG 2018 Winter Burn C...	20-1000 · Cash, Restrict...	-7,333.34
Total Sonoma Technology					-7,333.34
Strawser, Duane					
Bill Pmt -Check	06/15/2023	V974105	dental	10-1000 · Cash, Operati...	-847.50
Bill Pmt -Check	06/29/2023	V974523		10-1000 · Cash, Operati...	-318.00
Total Strawser, Duane					-1,165.50
Supervisor Adams					
Bill Pmt -Check	06/01/2023	259941	Board Meeting	10-1000 · Cash, Operati...	-100.00
Bill Pmt -Check	06/29/2023	260953	Board Meeting	10-1000 · Cash, Operati...	-191.70
Total Supervisor Adams					-291.70
Supervisor Bullock					
Bill Pmt -Check	06/29/2023	V974488	Board Meeting	10-1000 · Cash, Operati...	-177.16
Total Supervisor Bullock					-177.16
Supervisor Ceresola					
Bill Pmt -Check	06/01/2023	V973259	Board Meeting and Travel	10-1000 · Cash, Operati...	-113.10
Bill Pmt -Check	06/29/2023	V974498	Board Meeting and Travel	10-1000 · Cash, Operati...	-100.00
Total Supervisor Ceresola					-213.10
Supervisor Paul Roen					
Bill Pmt -Check	06/01/2023	259956	Board Meeting/Mileage	10-1000 · Cash, Operati...	-120.96
Bill Pmt -Check	06/29/2023	260969	Board Meeting/Mileage	10-1000 · Cash, Operati...	-139.30
Total Supervisor Paul Roen					-260.26
Supervisor Scofield					
Bill Pmt -Check	06/01/2023	259966	Board Mtg	10-1000 · Cash, Operati...	-100.00
Bill Pmt -Check	06/29/2023	260985	Board Mtg	10-1000 · Cash, Operati...	-100.00
Total Supervisor Scofield					-200.00
Teledyne Instruments					
Bill Pmt -Check	06/01/2023	259970	T400 OZONE ANALYZE...	10-1000 · Cash, Operati...	-11,826.50
Bill Pmt -Check	06/08/2023	260198	Calibrator Asssembly T7...	10-1000 · Cash, Operati...	-7,928.28
Total Teledyne Instruments					-19,754.78

Northern Sierra Air Quality Management District Payment details by Vendor Board Report June 2023

Type	Date	Num	Memo	Account	Amount
Tom McGowan					
Bill Pmt -Check	06/01/2023	259991	Board Meeting and Mile...	10-1000 · Cash, Operati...	-208.73
Bill Pmt -Check	06/29/2023	261016	Board Meeting and Mile...	10-1000 · Cash, Operati...	-257.20
Total Tom McGowan					-465.93
Tyrus Chimney Sweep					
Bill Pmt -Check	06/15/2023	260458	TAG 2015 Slowik Chimney	20-1000 · Cash, Restrict...	-250.00
Bill Pmt -Check	06/29/2023	260995		20-1000 · Cash, Restrict...	-1,745.00
Total Tyrus Chimney Sweep					-1,995.00
US Bank					
Bill Pmt -Check	06/22/2023	260606		10-1000 · Cash, Operati...	-11,858.13
Bill Pmt -Check	06/22/2023	260606		20-1000 · Cash, Restrict...	-3,122.58
Total US Bank					-14,980.71
Wizix Technology Group					
Bill Pmt -Check	06/01/2023	25992		10-1000 · Cash, Operati...	-233.94
Bill Pmt -Check	06/15/2023	260461		10-1000 · Cash, Operati...	-221.95
Total Wizix Technology Group					-455.89
TOTAL					-423,417.26

Northern Sierra Air Quality Management District
Payment details by Vendor Board Report
July 2023

Type	Date	Num	Memo	Account	Amount
Adecco					
Bill Pmt -Check	07/13/2023	261318	10-5318	10-1000 · Cash, Operati...	-1,865.43
Bill Pmt -Check	07/28/2023	261728	54 hours Mejia	10-1000 · Cash, Operati...	-1,598.94
Total Adecco					-3,464.37
ADP Fees					
Bill Pmt -Check	07/07/2023	62637	PPE 6/23/23	10-1003 · Cash, Bank Pa...	-57.94
Bill Pmt -Check	07/21/2023	39504	payroll processing fees	10-1003 · Cash, Bank Pa...	-69.03
Bill Pmt -Check	07/28/2023	37417	processing fee	10-1003 · Cash, Bank Pa...	-49.80
Bill Pmt -Check	07/28/2023	09509	processing charges,	10-1003 · Cash, Bank Pa...	-38.72
Total ADP Fees					-215.49
Albert Battaglia					
Bill Pmt -Check	07/17/2023	V975321		20-1000 · Cash, Restrict...	-600.00
Bill Pmt -Check	07/28/2023	V975652	TAG 2015 Woodshed co...	20-1000 · Cash, Restrict...	-600.00
Total Albert Battaglia					-1,200.00
All Star Chimney, Eli Marchus					
Bill Pmt -Check	07/17/2023	V975300		20-1000 · Cash, Restrict...	-590.00
Total All Star Chimney, Eli Marchus					-590.00
Asquith Business Service					
Bill Pmt -Check	07/13/2023	V97328	Date worked June 29 20...	10-1000 · Cash, Operati...	-275.00
Bill Pmt -Check	07/28/2023	V975604	PPE 7/21/22, EPA 4.50 h...	10-1000 · Cash, Operati...	-852.50
Total Asquith Business Service					-1,127.50
AT&T CALNET 3					
Bill Pmt -Check	07/28/2023	261788		10-1000 · Cash, Operati...	-51.89
Bill Pmt -Check	07/28/2023	261789	June services	10-1000 · Cash, Operati...	-44.01
Total AT&T CALNET 3					-95.90
B of A					
Bill Pmt -Check	07/13/2023	V97257	6/24-7/7/23	10-1000 · Cash, Operati...	-17,330.83
Bill Pmt -Check	07/28/2023	V975531	paydate 7/27/23	10-1000 · Cash, Operati...	-17,885.84
Total B of A					-35,216.67
CALPERS (Health)					
Bill Pmt -Check	07/27/2023	812597	August 2023	10-1000 · Cash, Operati...	-8,263.04
Total CALPERS (Health)					-8,263.04

Northern Sierra Air Quality Management District Payment details by Vendor Board Report July 2023

Type	Date	Num	Memo	Account	Amount
CALPERS (Retirement)					
Bill Pmt -Check	07/13/2023	912554	Monthly ER Classic UAL ...	10-1000 · Cash, Operati...	-9,899.83
Bill Pmt -Check	07/13/2023	912556	PPE July 7 2023	10-1000 · Cash, Operati...	-847.39
Bill Pmt -Check	07/13/2023	912555	PPE July 7 2023	10-1000 · Cash, Operati...	-2,397.94
Bill Pmt -Check	07/27/2023	912599	PPE July 27 2023	10-1000 · Cash, Operati...	-872.11
Bill Pmt -Check	07/27/2023	912598	PPE 7/27/23	10-1000 · Cash, Operati...	-2,561.50
Total CALPERS (Retirement)					-16,578.77
CALPERS 457 PLAN					
Bill Pmt -Check	07/13/2023	912557	PPE July 7 2023	10-1000 · Cash, Operati...	-802.36
Bill Pmt -Check	07/27/2023	912600	PPE 7/27/23	10-1000 · Cash, Operati...	-812.60
Total CALPERS 457 PLAN					-1,614.96
CAPCOA California Air Pollution Control O					
Bill Pmt -Check	07/28/2023	261716	2023 spring membership ...	10-1000 · Cash, Operati...	-880.00
Total CAPCOA California Air Pollution Control O					-880.00
Dawn Lundford					
Bill Pmt -Check	07/03/2023	V974608	vision	10-1000 · Cash, Operati...	-852.16
Total Dawn Lundford					-852.16
Diversified Resources, Inc.					
Bill Pmt -Check	07/17/2023	261500	Skidder, Farmers 2022-0...	20-1000 · Cash, Restrict...	-305,397.50
Total Diversified Resources, Inc.					-305,397.50
English Mountain Ranch					
Bill Pmt -Check	07/13/2023	V97271		10-1000 · Cash, Operati...	-4,673.32
Total English Mountain Ranch					-4,673.32
Hahn, J. aka Wolf Creek Wood Stoves					
Bill Pmt -Check	07/03/2023	V974594		20-1000 · Cash, Restrict...	-9,913.93
Bill Pmt -Check	07/17/2023	V975282		20-1000 · Cash, Restrict...	-22,000.00
Bill Pmt -Check	07/28/2023	V975589	TAG 2018, 2 woodstoves	20-1000 · Cash, Restrict...	-8,420.90
Total Hahn, J. aka Wolf Creek Wood Stoves					-40,334.83
Heat Transfer Systems					
Bill Pmt -Check	07/03/2023	V974623		20-1000 · Cash, Restrict...	-40,374.85
Bill Pmt -Check	07/17/2023	V975315	TAG 2018, #2020-474, J...	20-1000 · Cash, Restrict...	-13,479.04
Bill Pmt -Check	07/28/2023	V975629	2 heat pumps	20-1000 · Cash, Restrict...	-26,990.32
Total Heat Transfer Systems					-80,844.21

Northern Sierra Air Quality Management District Payment details by Vendor Board Report July 2023

Type	Date	Num	Memo	Account	Amount
Hunter, Julie					
Bill Pmt -Check	07/28/2023	V975639	6/26 board mileage	10-1000 · Cash, Operati...	-58.95
Total Hunter, Julie					-58.95
Integrity Heating and Air					
Bill Pmt -Check	07/03/2023	261109		20-1000 · Cash, Restrict...	-54,000.00
Total Integrity Heating and Air					-54,000.00
Intermountain Disposal, Inc. Vendor					
Bill Pmt -Check	07/03/2023	261098	May 20 - June 10 Green...	20-1000 · Cash, Restrict...	-2,362.73
Bill Pmt -Check	07/03/2023	261099	May 20 - June 13, green...	20-1000 · Cash, Restrict...	-2,671.65
Bill Pmt -Check	07/17/2023	261480	6/25/23 June services	10-1000 · Cash, Operati...	-33.03
Bill Pmt -Check	07/17/2023	261481	Metal Hauling TAG 2018,...	20-1000 · Cash, Restrict...	-165.00
Total Intermountain Disposal, Inc. Vendor					-5,232.41
J&C Enterprises					
Bill Pmt -Check	07/03/2023	V974632	Cords of wood	20-1000 · Cash, Restrict...	-3,575.00
Bill Pmt -Check	07/17/2023	V975327	cords of wood, DOS: Ju...	20-1000 · Cash, Restrict...	-3,300.00
Total J&C Enterprises					-6,875.00
James Merzon					
Bill Pmt -Check	07/13/2023	V97365	AUGUST RENT	10-1000 · Cash, Operati...	-555.00
Total James Merzon					-555.00
Quincy Hot Spot					
Bill Pmt -Check	07/03/2023	261084		20-1000 · Cash, Restrict...	-17,810.99
Bill Pmt -Check	07/17/2023	261464		20-1000 · Cash, Restrict...	-6,750.00
Bill Pmt -Check	07/28/2023	261751	replacement stoves - 4	20-1000 · Cash, Restrict...	-17,500.00
Total Quincy Hot Spot					-42,060.99
R&B Com, Inc.					
Bill Pmt -Check	07/28/2023	261762	June Services	10-1000 · Cash, Operati...	-2,437.29
Total R&B Com, Inc.					-2,437.29
Strawser, Duane					
Bill Pmt -Check	07/13/2023	V97363		10-1000 · Cash, Operati...	-1,014.00
Total Strawser, Duane					-1,014.00
Tyrus Chimney Sweep					
Bill Pmt -Check	07/28/2023	261811	chimney cleaning	20-1000 · Cash, Restrict...	-750.00
Total Tyrus Chimney Sweep					-750.00

**Northern Sierra Air Quality Management District
Payment details by Vendor Board Report
July 2023**

Type	Date	Num	Memo	Account	Amount
US Bank					
Bill Pmt -Check	07/20/2023	261513		10-1000 · Cash, Operati...	-8,616.84
Bill Pmt -Check	07/20/2023	261513		20-1000 · Cash, Restrict...	-6,016.92
Total US Bank					-14,633.76
Wizix Technology Group					
Bill Pmt -Check	07/13/2023	261393		10-1000 · Cash, Operati...	-145.57
Total Wizix Technology Group					-145.57
TOTAL					-629,111.69

To: Northern Sierra Air Quality Management District Board of Directors

From: Julie Hunter, Interim Air Pollution Control Officer

Date: September 25, 2023

Agenda Item: III.C

Agenda Description: Re-Appoint Variance Hearing Board Member Greg Margason

Summary:

Hearing Board Member Greg Margason (Engineer), has served on the hearing Board and is up for re-appointment for the term dates September 25, 2023, to September 25, 2028

Requested Action: Review and approve re-appointment.

ROLL CALL VOTE REQUESTED

Attachments:

None

To:Northern Sierra Air Quality Management District Board of Directors

From: Julie Hunter, Interim Air Pollution Control Officer

Date: September 25, 2023

Agenda Item: IV

Agenda Description: Closed Session Item

Summary:

Pursuant to Government Code section 54957(b)(1), a closed session will be held to discuss the appointment of an Executive Director.

To:Northern Sierra Air Quality Management District Board of Directors

From: Julie Hunter, Interim Air Pollution Control Officer

Date: September 25, 2023

Agenda Item: V.A

Agenda Description: Ratify Contract # G22-EIDG-20 between CARB and Air District for Receiving \$8,583 in AB 197 Emission Inventor Grant funds.

Summary:

Ms. Hunter signed Contract # G20-EIDG-20 for \$8,583 to meet grant funding deadline. The Contract is presented to the Board for final authorization today by action of ratifying.

Requested Action:

Ratify Contract # G20-EIDG-20

ROLL CALL VOTE REQUESTED

Attachments:

1.Contract #G20- EIDG-20

GRANT AGREEMENT COVER SHEET

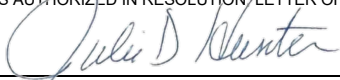
		GRANT NUMBER G22-EIDG-20	
NAME OF GRANT PROGRAM AB 197 Emission Inventory District Grant			
GRANTEE NAME Northern Sierra Air Quality Management District			
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 68-0124279		TOTAL GRANT AMOUNT NOT TO EXCEED \$8,583.00	
START DATE: June 30, 2023		END DATE: May 30, 2024	

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) Julie D Hunter	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Branch Chief	DATE	TITLE Interim Air Pollution Control Officer	DATE 06-22-2023
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, 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	FUND TITLE Cost of Implementation Account		FUND NO. 3237
TOTAL AMOUNT ENCUMBERED TO DATE \$8,583.00	(OPTIONAL USE)		CHAPTER 43
APPR REF 001	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39007100	SERVICE LOCATION 46504
		FISCAL YEAR (ENY) 2022-2023	
STATUTE SB154			

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: Quality Assurance Review of 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: (279) 208-7783
Email: Kevin.Eslinger@arb.ca.gov

3. The Grantee Liaison is Julie Hunter. Correspondence regarding this project must be directed to:

Julie Hunter
Interim APCO
Northern Sierra Air Quality Management District
200 Litton Drive, Suite 320
Grass Valley, California 95945
Phone: (530) 832-0102 ext. 513
Email: julieh@myairdistrict.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 31, 2023.

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 to the CARB Project Liaison no later than March 1, 2024.
3. The Final Report and the final Grant Disbursement Request must be received by CARB within thirty (30) days of project completion but no later than May 1, 2024.
4. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by December 1, 2023, 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:

- 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 and distributing funds to the Grantee in accordance with Exhibit B, Attachment 3 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 2022 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 2022 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 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 2022

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.

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 2022:
 - 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-I (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, 2023, 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, 2024, 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, 2024. 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 2. 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 original signed Grant Disbursement Requests via mail to the CARB Project Liaison. A disbursement request must be made in conjunction with completed milestones documented in a Progress Report, Draft Final Report, and/or Final Report. Grant payments are subject to CARB's approval of the Progress Report or Draft Final Report or 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 3, 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 Exhibit B, Attachment 1 – 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 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

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

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.

Exhibit B, Attachment I

General Terms and Conditions:

1. **Use of Terms:** A subgrant or subaward is a grant or award provided by the Grantee pursuant to this Grant Agreement to a “subawardee” or “subgrantee” that is used to support a project that the subawardee or subgrantee carries out in support of their own program. The subawardee or subgrantee has responsibility for programmatic decision-making and does not make a “profit” or otherwise receive reimbursement in excess of its actual costs. In contrast, Grantee hires a “contractor” or “vendor” under a procurement contract to provide goods and services for items the Grantee itself needs to carry out this Grant. A contractor or vendor does not make programmatic decisions but simply provides the goods and services to the Grantee in the same manner they do with other customers. Subawardee, subgrantee, contractor, and vendor are collectively referred to herein as “Recipient”.
2. **Additional Remedies:**
 - a. Without limiting any of the parties’ other remedies, and subject to Section 15 – Disputes below, in the event that CARB determines that recouping some or all of the grant funds is necessary due to material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of this Grant Agreement in a material way, Grantee agrees to return some or all of the grant funds, as requested by CARB, which shall not be greater than the amount of grant funds disbursed to Grantee which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds, within sixty (60) days of written notification from CARB. In addition, CARB may seek other remedies available by law.
 - b. Grantee understands, acknowledges and agrees that Grantee’s failure to comply in whole or in part with any material term or condition of this Grant Agreement is, in each instance, a material breach of the Grant Agreement. The parties agree that there may be certain material breaches that will result in undue hardship and damages to the State of California and CARB, some or all of which is impossible to easily calculate. Grantee understands, acknowledges and agrees that Grantee’s said compliance is a precondition to the award and distribution of Grant Funds and a continuing obligation of Grantee during the Term of the Grant Agreement and for any additional time period required by law or this Grant Agreement (e.g., required records retention periods).
 - c. Subject to Section 15 – Disputes below, in the event that CARB determines recouping some or all of the grant funds awarded to a Recipient is necessary due to Recipient’s material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation,

- fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of this Grant Agreement in a material way, Grantee agrees to take all reasonable and timely efforts to require said Recipient, within sixty (60) days of written notification from CARB, to return some or all of the grant funds, as requested by CARB, which shall not exceed the amount of grant funds which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds.
- d. The Parties agree that quantifying the losses arising from a material breach by a Recipient may be inherently difficult insofar as the breach may cause CARB and the State of California irreparable, serious or substantial harm or damage to taxpayers or to the environment. The Parties further stipulate that the amount in subsection 2.c. above of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon the Parties' experience and given the nature of the losses that may result from said breach. The Parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.
 - e. The rights and obligations stated in this Grant Agreement shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by any third party.
 - f. CARB reserves the right to prohibit any Grantee or Recipient from participating in existing or future CARB programs, projects or grants due to its non-compliance with any applicable term or condition of this Grant Agreement or due to misinformation, misrepresentation, fraud, misuse of funds as it relates to this Grant Agreement or as otherwise allowed by any law.
 - g. Grantee shall, for each occurrence, document and immediately report to CARB any and all suspected or known breach of agreement, fraud, misrepresentations, abuse of discretion or misuse of Grant funds by a Recipient.
 - h. Grantee shall fully cooperate and work with CARB to investigate, resolve and take appropriate action to enforce the terms and conditions of the Grant Agreement and each agreement funded by this Grant Agreement, including appropriately prosecuting or litigating any civil or criminal claims (including for recapture of Grant Funds) as determined reasonably necessary by CARB or its representative, in consultation with Grantee.
 - i. Alternative Enforcement. The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power or prosecuting any violation of law.

3. Additional Required Terms for Recipient Agreements Funded by this Grant:

All written agreements and amendments executed after the effective date of this Grant Agreement, including but not limited to subawards, subgrants, and procurement contracts, entered into by and between Grantee and a Recipient using or applying Grant Funds (in whole or in part) to fulfill or perform any provision of this Grant Agreement shall also contain the following language (or similar language with the same meaning and intent) listed below to the extent applicable or feasible as determined by Grantee.

- a. Conflict of interest. Recipient certifies, represents and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said agreement is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required by said applicable federal or state law as they pertain to Recipient's agreement. Recipient further certifies, represents and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Recipient's ability to impartially perform under, or complete the tasks described in the agreement with Grantee. The Recipient acknowledges, understands and accepts that Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. The Recipient acknowledges, understands and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. The Recipient certifies, represents and warrants that Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.
- b. Cooperation with Audits. Recipient shall cooperate fully, without delay, in all audits, inquiries and investigations initiated by or on behalf of the Grantee and/or the State of California concerning or relating to compliance with local, state or federal air quality laws, or compliance with the Grant Agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.
- c. Payment (Recapture) on Demand. Recipient shall, upon notification by the Grantee and/or CARB or their authorized representative(s) of an overpayment, a wrongful payment or a violation of or failure to comply with the agreement remit to the Grantee or its authorized representative the requested amount within 60 days from the date of issuance of said notice.
- d. Third Party Beneficiary. The Recipient acknowledges, accepts and agrees that the State of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to the agreement.
- e. Authorized Signature. The Recipient agrees and acknowledges that it has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made therein are true and correct, with full knowledge that all statements and responses are subject

to investigation and that any incomplete, unclear, false, or dishonest response may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. The Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, the Recipient may be in a violation of the California False Claims Act (Government Code Section 12650 et seq.). Recipient certifies, represents and warrants that the individual signing on its behalf herein below is an authorized representative of Recipient with full power and legal authority to sign below and by said signature Recipient is bound to and will comply with all terms, conditions and obligations set forth in the agreement, as applicable.

- f. Compliance with Air Quality Laws. Recipient understands, acknowledges and agrees that compliance with all applicable federal, state and local air quality rules, regulations and statutes is a precondition to the receipt or use of Grant funds and is a continuing obligation during the term of the agreement and for any other period required by federal or state law.
- g. If either the Grantee or the state of California determines, within its or their sole and absolute discretion, that recouping some or all of the grant funds awarded to a Recipient is necessary due to Recipient's material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of the agreement in a material way, then Recipient, upon demand, shall pay to Grantee or the state of California as recaptured funds or liquidated damages, some or all grant funds, as requested by the state of California, which shall not exceed the amount of grant funds which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds. The Recipient agrees that quantifying the losses arising from a breach may be inherently difficult insofar as breach may cause the state of California or the Grantee irreparable, serious or substantial harm or damage, including to taxpayers or to the environment. Recipient further stipulates that the agreed upon amount of recaptured funds or liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The Recipient agrees that the recaptured funds or liquidated damages have been computed, estimated and agreed upon by all parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.

- h. Nothing stated herein above in any way limits, prevents or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power or prosecuting any violation of law against Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, subawardees, subgrantees, or any third parties.
 - i. Survival. Recipient acknowledges, agrees and accepts that those sections and provisions pertaining to indemnity, recordkeeping, audit, assurances, third party beneficiary status, remedies for non-compliance with material terms and conditions, return or recapture of funds, liquidated damages, requirements under state and federal law, conflict of interest, and confidentiality, shall survive the termination, cancellation or expiration of the agreement.
 - j. All Recipient agreements must also contain, at a minimum, all of the following:
 - i. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
 - ii. A detailed budget and timeline.
 - iii. Provisions that allow for administrative, contractual, or legal remedies in instances where Recipient violates or breaches the agreement terms, and provide for such sanctions and penalties as may be appropriate.
 - iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
 - v. A statement that assignments are prohibited without the advanced written consent of CARB and Grantee.
 - vi. Language conforming to all provisions applicable to a subgrant or subaward of funds contained in this Grant Agreement.
4. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement or approved as required under the Grant Agreement is binding on any of the parties.
5. **Americans with Disabilities Act (ADA) and Accessibility:** Grantee must ensure that all products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its Recipients under this Grant, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant Agreement (collectively, the “Work”), comply with Web Content Accessibility Guidelines 2.0, level AA, and any subsequent versions, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation

Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the “Accessibility Requirements”). For any Work provided in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

6. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.
7. **Assurances:** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any Recipient that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.
8. **Audit:** Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant 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 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 to audit records and interview staff in any agreement related to the performance of this Grant Agreement.
9. **Availability of funds:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this grant.
10. **CARB as a Third Party Beneficiary:** Grantee represents, warrants and agrees that CARB is and shall remain a third party beneficiary to any and all written agreements entered into between Grantee and any and all third parties where such agreement(s) are to fulfill or are for performance of any of the terms or conditions of this Grant Agreement.
11. **Compliance with law, regulations, etc.:** The Grantee agrees that during the term of this Grant Agreement, it will, at all times, comply with and require Recipients to comply with all applicable federal, state, and local laws, rules, guidelines, regulations, statutes, and requirements.
12. **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.

- 13. Confidentiality:** Prior to CARB releasing any information to Grantee which CARB has designated as confidential, CARB will notify Grantee in writing of such confidential designation. Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by the Grantee. If the Grantee believes disclosure of a confidential record may be required, the Grantee shall first give CARB at least 10 calendar days written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.
- 14. Conflict of interest** The Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. The Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. 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 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. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.
- 15. Disputes:** Prior to exercising any rights or remedies which may arise as a result of a breach of this Grant Agreement, or for any disagreements or conflicts arising from implementation of this Grant Agreement, the party alleging the breach, disagreement or conflict will provide the other party written notice of the term or condition which is alleged to have been breached, or the disagreement or conflict that has arisen. The Grantee shall continue with the responsibilities under this Grant Agreement during any such dispute, unless otherwise directed in writing by CARB. Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such disputes arising from implementation of this Grant Agreement. However, any disputes that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
- 16. Environmental justice:** In the performance of this Grant Agreement, the Grantee shall 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.
- 17. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to

permit tracing of Grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of law or this Grant Agreement. Unless otherwise prohibited by law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.

18. 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, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

19. Governing law and venue: This Grant Agreement is governed by and shall 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 shall 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.

20. Grantee's responsibility for work: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to contractors, subcontractors, sub-awardees, suppliers, and providers of services. The Grantee and/or its contractors, subcontractors, sub-awardees, suppliers, and providers of services, as applicable, shall be responsible for any and all disputes arising out of its contract for work on a project funded by this Grant Agreement, 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 Recipient concerning responsibility for performance of work.

21. Indemnification: The Grantee agrees to indemnify, defend and hold harmless the State and CARB 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 of this Grant Agreement by the Grantee.

22. Independent contractor: The Grantee, and its subgrantees, sub-awardees, agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

23. Insurance: Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to this Grant during the Term of this Grant Agreement.

If Grantee is self-insured in whole or in part, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If, at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately notify CARB of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements.

24. Nondiscrimination: During the performance of this Grant Agreement, the Grantee and its Recipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its Recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and Recipients shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 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 4.1 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 Recipients 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 agreements with Recipients to perform work under this Grant Agreement.

25. 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 established herein.

26. Office of Foreign Asset Control: The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting

for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. These lists can be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) SDN or other Lists. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>. Grantee shall notify CARB within 15 calendar days if it has or obtains knowledge that Grantee or any Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

In the event CARB determines that Grantee or a Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists, that shall be grounds for CARB, in its sole discretion, to terminate this Grant Agreement. CARB shall provide Grantee advance written notice of such termination.

27. Ownership: All information or data received or generated by the Grantee using Grant funds under this Grant Agreement shall become the property of CARB. Any release of information or data received or generated under this Grant Agreement shall comply with all applicable local, state and federal laws, including those laws pertaining to security, personally identifiable information and confidentiality.

28. Personally Identifiable Information: Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information, data, or records unless otherwise required by law, court order or subpoena.

29. Prevailing wages and labor compliance: The Grantee agrees to comply with all the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this grant. The Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of Labor Code Section 1720-1861 are being met.

- 30. Professionals:** 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.
- 31. 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.
- 32. Survival:** Those sections pertaining to indemnity, recordkeeping, audit, assurances, third party beneficiary status, remedies for non-compliance with material terms and conditions, return or recapture of funds, liquidated damages, requirements under state and federal law, conflict of interest, return or recapture of funds, and confidentiality, shall survive the termination, cancellation or expiration of this Grant Agreement.
- 33. Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement Cover Sheet accepting these funds for Fiscal Year 2022-2023 by **June 25, 2023**.
- 34. Termination:** CARB may terminate this Grant Agreement by written notice at any time upon violation by the Grantee of any material provision of this Grant Agreement or applicable law, 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 and applicable law within thirty (30) days of receipt of written notice from CARB, or such longer period as CARB may provide at its sole discretion. Within thirty (30) days of the effective date of termination of this Grant Agreement or such longer period as CARB may provide at its sole discretion, the Grantee shall turn over all remaining Grant funds and all records, personally identifiable information (“PII”), intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Grant funds, the projects funded by the Grant funds and as otherwise required elsewhere in this Grant Agreement or as requested by CARB. For clarity, “remaining Grant funds” means the amount of Grant funds remaining after accounting for expenses incurred and agreements executed before receipt of the termination notice. “Remaining grant funds” may also include any liquidated damages or return, repayment, or recapture of Grant funds for Grantee’s or a Recipient’s material breach, as discussed above in Sections 2 and 3. CARB, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property and other property transferred to another entity selected by CARB.
- 35. Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete all projects funded by this Grant Award and expenditure of funds to implement the work in an expeditious manner.

- 36. Total Agreement:** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.
- 37. 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 shall 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.
- 38. Disbursement Deadline:** The Fiscal Year 2022-2023 Emission Inventory District Grant Funds specified in this Grant Agreement must be encumbered or expended by June 30, 2025. Grant disbursement requests must be submitted by the Grantee to CARB no later than April 1, 2027, to ensure adequate time for processing prior to the end of the fiscal year. The Grant Disbursement Request Form and Advance Payment Request Form are incorporated as part of this grant agreement.
- 39. Disbursement Requests:** The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at accountspayable@arb.ca.gov with a CC to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
- 40. Liquidation and Return of Funds:** Funds not liquidated by June 30, 2027, must be returned by June 30, 2027. Expenditure of Grant Funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.
- 41. Order of precedence:** In the event of any inconsistency between the article, exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
- a. Grant Agreement Cover Sheet
 - b. Exhibit A – Grant Provisions
 - c. Exhibit B – General Terms and Conditions
 - d. Exhibit B, Attachment 1 – General Terms and Conditions
 - e. Exhibit B, Attachment 2 – Budget Summary
 - f. Exhibit B, Attachment 3 - Project Disbursement Schedule
 - g. Exhibit B, Attachment 4 – Project Schedule
- 42. Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state

agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT B, ATTACHMENT 2

Budget Summary

Grantee: Northern Sierra Air Quality Management District

Grant Agreement No.: G22-EIDG-20

Project: Quality Assurance Review of Point Source Emissions Data

Total Costs & Funding

Costs	Grant
Total Project Funds	\$ 8,583.00

EXHIBIT B, ATTACHMENT 3

Project Disbursement Schedule

Grantee: Northern Sierra Air Quality Management District

Grant Agreement No.: G22-EIDG-20

Project: Quality Assurance Review of 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 <u>2022</u>	\$ 7,725.00 (90 percent)
Submittal of Final Report to CARB (no later than May 1, 2024)	\$ 858.00 (10 percent)
Grant Agreement Total Funding Amount	\$ 8,583.00

EXHIBIT B, Attachment 4

Project Schedule

Grantee: Northern Sierra Air Quality Management District

Grant Agreement No.: G22-EIDG-20

Project: Quality Assurance Review of Point Source Emissions Data

Work Task	Timeline
District Governing Board Approval	August 31, 2023
Grant Agreement Execution	June 30, 2023
Kick Off Meeting	TBD
Update facility information and emissions data for facilities that were in operation in 2022	August 2023
Progress Report	December 1, 2023
Draft Final Report	March 1, 2024
Final Report	May 1, 2024

To:Northern Sierra Air Quality Management District Board of Directors

From: Julie Hunter, Interim Air Pollution Control Officer

Date: September 25, 2023

Agenda Item: V.B

Agenda Description: Approval of Resolution #2023-09 for the District to accept funds from the California Resources Board for the AB197 Grant – Round 6

Summary:

The California Air Resources Board has requested that the District submit a resolution signed by its Board of Directors which authorizes the District to accept \$8,583 for expenses necessary for the implementation of AB197. The Resolution is attached for the Board's Review and Chair's Signature.

Requested Action:

Authorize the Chair to sign Resolution # 2023-09

Attachments:

1. Authorize the Chair to sign Resolution # 2023-09

**NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT
RESOLUTION #2023-09**

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 August 28, 2023, 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: Julie Hunter, Interim Air Pollution Control Officer

Date: September 25, 2023

Agenda Item: V.C

Agenda Description: Ratify CPS HR Consulting Services Agreement for the NSAQMD Executive Director – Outreach contract.

Summary:

The Board contracted with CPS HR Consulting Services for the recruitment of the APCO under the Outreach Level of recruitment for the amount of \$10,000. The contract was fully executed on July 24, 2023. The Contract is presented to the Board for final authorization today by action of ratifying.

Requested Action:

Ratify CPS HR Consulting Services Agreement – Outreach Contract

ROLL CALL VOTE REQUESTED

Attachments:

1. CPS HR Consulting Services Agreement – Outreach Contract

CONSULTING SERVICES AGREEMENT **Northern Sierra Air Quality Management District** **Executive Director – Outreach Only**

This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of July 11, 2023 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the “Parties” and individually as a “Party.”

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit (“A”). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
- 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
 - 2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client’s governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
 - 3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.
- D. Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc.

assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR’ net income, all Taxes shall be Client’s responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

E. Term and Termination of Agreement.

- 1. Term.** The term of this Agreement is from the Effective Date through January 31, 2024.
- 2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.
- 3. Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.
- 4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

F. Limited Warranty.

- 1. Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.
- 2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY

COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

G. Work Product.

1. Ownership. Upon CPS HR' receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR' work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

2. Retention of Rights. Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content, and copyrightable works.

H. Release of Information to Third Parties.

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate

with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

I. Indemnification. CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR' willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR' expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR' liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

J. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

K. Miscellaneous.

1. Notices. Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons listed in the Statement of Work.

2. Dispute Resolution; Remedies.

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity, Client acknowledges that

breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

3. Attorneys Fees. If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. Governing Law. This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

5. Force Majeure. Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

6. Waiver. The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

7. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

8. Counterparts; Facsimile Signature; Electronic Signature. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

9. Authority to Sign. The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

10. Ambiguities. As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

Cooperative Personnel Services dba
CPS HR Consulting
2450 Del Paso Rd, Ste 220, Sacramento, CA 95834

By: Sandy MacDonald-Hopp
Authorized Signature

Name: Sandy MacDonald-Hopp

Title: Chief Financial Officer

Northern Sierra Air Quality Management District
200 Litton Drive, Suite 320, Grass Valley, CA 95945

By: [Signature]
Authorized Signature

Name: Paul Roeh

Title: Chair of Board

**Exhibit A
Statement of Work**

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** CPS HR shall assist the Northern Sierra Air Quality Management District (District) with outreach services for their Executive Director recruitment by providing the following services.

Phase I:

- Coordinate with the Hiring Manager on development of recruitment brochure for the Position's position; prepare brochure design.
- Complete recruitment brochure and post brochure on CPS HR website.
- Place ads in agreed upon trade journals, websites and other appropriate sources.
- Distribute brochure/job announcement.
- Receive all resumes and acknowledge receipt thereof.
- Respond to inquiries from applicants and potential applicants.
- Keep client posted on recruitment progress.
- Conduct aggressive outreach by initiating contact with potential applicants and with referral sources (this includes e-mailing appropriate government management professionals from our database, conducting extensive outreach via LinkedIn, and contacting candidates from prior recruitments who may be interested and a good fit for the position).

2. **CLIENT RESPONSIBILITIES:**

a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team. Client's Project Representative will be responsible for the following activities:

1. Coordinating all meeting schedules, conference calls, facilities and equipment needs
2. Coordinating interview schedules and facilities and distributing project update information

b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.

3. **CPS HR PROJECT MANAGER:** David Niemeyer Email: dniemeyer@cpsshr.us
4. **CLIENT PROJECT MANAGER:** Hardy Bullock Email: hardy.bullock@nevadacountyca.org

5. **SERVICE FEES:** Fixed Flat Fee \$10,000

a. All Services provided to Client by CPS HR hereunder are priced on a FIXED PRICE basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").

b. **Professional Services Fees:** The professional fixed fee of \$10,000 covers all CPS HR services associated with Phases I of the recruitment process.

c. **Invoices:** CPS HR will invoice Client at the fixed fee rate of \$10,000 billed upon completion of services. Client will pay CPS HR within thirty (30) days following receipt of invoice.

6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination. This SOW covers work requested and performed prior to the commencement of this SOW.

To: Northern Sierra Air Quality Management District Board of Directors

From: Julie Hunter, Interim Air Pollution Control Officer

Date: September 25, 2023

Agenda Item: V.D

Agenda Description: Approval of Fiscal Year 2022/2023 Unaudited Actuals and Budget Revision

Summary:

Total Operating Income for FY 22-23 was \$1,115,749.11 and total Operating Expenses were \$1,219,833.79. Overall, the Districts Operating Revenue was \$104,084.68 less than the Operating Expenses

Attached are the final spreadsheets (unaudited) for the Board's review.

Requested Action:

Review and Approve Fiscal Year 2022/2023 Unaudited Actuals and Budget Revision

ROLL CALL VOTE REQUESTED

Attachments:

Unaudited Actuals for the Year Ending June 30, 2023

Northern Sierra Air Quality Management District

Balance Sheet

As of June 30, 2023

	Jun 30, 23
ASSETS	
Current Assets	
Checking/Savings	
10-1000 · Cash, Operating General Fund	906,731.32
10-1003 · Cash, Bank Payroll Operating	367,473.63
10-1004 · Cash, GovPay Operating	114,002.57
10-1400 · Burn Box Petty Cash - GV	80.14
10-1401 · Portola Cash Box	6.59
20-1000 · Cash, Restricted Fund	1,802,047.06
Total Checking/Savings	3,190,341.31
Accounts Receivable	
10-1300 · Receivables - Operating	52,140.00
Total Accounts Receivable	52,140.00
Other Current Assets	
10-1302 · Office Lease Security Lease Dep	1,214.00
10-1600 · Prepaid Expenses Operating	37,623.68
20-1300 · Receivable Restricted	249,027.87
Total Other Current Assets	287,865.55
Total Current Assets	3,530,346.86
Fixed Assets	
10-1700 · Capital Asset, Net of Depreciat	
10-1701 · Equipment (GASB)	380,390.00
10-1702 · Vehicles (GASB)	116,998.00
10-1703 · Office Equipment Furniture	73,455.00
10-1710 · Accumulated Deprecation Total	
10-1711 · Accum Depr Field Equip	-267,168.00
10-1712 · Accum Depr Equip Vehicles	-77,096.00
10-1713 · Accumulated Depr Office Equip	-55,109.00
Total 10-1710 · Accumulated Deprecation Total	-399,373.00
Total 10-1700 · Capital Asset, Net of Depreciat	171,470.00
Total Fixed Assets	171,470.00
Other Assets	
10-1650 · Deferred Outflows of Resources	
10-1651 · Deferred Recognition of Contrib	240,033.00
Total 10-1650 · Deferred Outflows of Resources	240,033.00
Total Other Assets	240,033.00
TOTAL ASSETS	3,941,849.86
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
10-2000 · Payables (Operating Only)	
10-2002 · Accounts Payable	14,546.45
Total 10-2000 · Payables (Operating Only)	14,546.45
20-2001 · Account Payables Restricted	481,985.94
Total Accounts Payable	496,532.39

Northern Sierra Air Quality Management District
Balance Sheet
As of June 30, 2023

	<u>Jun 30, 23</u>
Other Current Liabilities	
10-2300 · Other Current Liability Operati	
10-2305 · Deferred Compensation Payables	-4,249.53
10-2310 · Employee Part Health I	3,321.25
10-2317 · PEPPA Employee Deduction	6,283.49
	<hr/>
Total 10-2300 · Other Current Liability Operati	5,355.21
10-2400 · Unearned Revenue - Operating	53,315.28
20-2400 · Unearned Revenue - Restricted	1,164,461.17
	<hr/>
Total Other Current Liabilities	1,223,131.66
	<hr/>
Total Current Liabilities	1,719,664.05
Long Term Liabilities	
10-2328 · Noncurrent Liabilities	
10-2329 · Compensated Absences	57,097.00
10-2330 · Net OPEB (Other than EE Benefit	928,149.00
10-2331 · Net Pension Liability	662,905.00
	<hr/>
Total 10-2328 · Noncurrent Liabilities	1,648,151.00
10-2500 · Deferred Inflows of Resources	
10-2501 · Deferred Recognition of Pensio	611,511.00
	<hr/>
Total 10-2500 · Deferred Inflows of Resources	611,511.00
	<hr/>
Total Long Term Liabilities	2,259,662.00
	<hr/>
Total Liabilities	3,979,326.05
Equity	
10-3900 · Retained Earnings - Operating	-851,458.94
10-3907 · Public Education Program	-193.30
10-3920 · Invested in Capital Assets	171,470.00
20-3900 · Restricted Equity	218,330.48
Net Income	424,375.57
	<hr/>
Total Equity	-37,476.19
	<hr/>
TOTAL LIABILITIES & EQUITY	3,941,849.86
	<hr/> <hr/>

Northern Sierra Air Quality Management District
Profit & Loss OPERATING Budget vs. Actual
July 2022 through June 2023

	ACTUALS as of June 30, 2023	Budget Fiscal Year 2022-2023	% of Budget	Revised Budget Fiscal Year 2022-2023
Operating Income				
10-4002 · Fees, Permit to Operate	104,351.99	35,000.00	298.1%	35,000.00
10-4004 · Fees, Vapor Recovery	11,100.83	22,000.00	50.5%	22,000.00
10-4005 · Fees, Variance Application	1,184.78	3,000.00	39.5%	3,000.00
10-4006 · Fees, Source Test	0.00	9,000.00	0.0%	9,000.00
10-4007 · Fees, Prescribed Burning	15,263.80	22,000.00	69.4%	22,000.00
10-4008 · Fees, Woodstove Inspections	1,027.06	3,000.00	34.2%	3,000.00
10-4010 · Fees, Title V	21,519.10	41,500.00	51.9%	41,500.00
10-4013 · Fire Dept Response Fee	0.00	1,500.00	0.0%	1,500.00
10-4100 · Penalties, Permitted Source	3,850.00	10,000.00	38.5%	10,000.00
10-4101 · Penalties, Open Burning	0.00	2,500.00	0.0%	2,500.00
10-4201 · Gov Fund, State Subvention	114,151.35	132,000.00	86.5%	132,000.00
10-4202 · Gov Fund, Subvention Supplement	0.00	3,500.00	0.0%	3,500.00
10-4203 · Gov Fund, County Contributions	63,772.50	62,669.00	101.8%	62,669.00
10-4204 · Gov Fund EPA Monitoring	60,400.00	57,000.00	106.0%	57,000.00
10-4206 · Gov Funding AB2766 Operating	295,139.63	360,000.00	82.0%	360,000.00
10-4207 · Gov Funding PERP Pass-Thru	27,927.86	25,000.00	111.7%	25,000.00
10-4208 · Gov Funding AB923 Operating	6,901.80	3,125.00	220.9%	3,125.00
10-4209 · Gov EPA Target 2015 , Admin Fee	112,990.06	75,000.00	150.7%	75,000.00
10-4214 · EPA Target 2015 Burnwise Coordinator	10,788.63			
10-4210 · Gov EPA Target 2018, Admin Fee - Other	2,989.20	45,000.00	6.6%	45,000.00
10-4227 · TAG 2018 Burnwise Salary	805.48			
10-4211 · Gov, AB 197 G21-EIDG-20	8,583.00	8,583.00	100.0%	8,583.00
10-4212 · Rx Fire Grant Monnitoring				
10-4232 · Rx Burn Report Monitorin Admin	6,750.00			
10-4212 · Rx Fire Grant Monnitoring - Other	0.00	1,000.00	0.0%	1,000.00
10-4213 · Rx Fire Staff Grant	60,750.00	75,000.00	81.0%	75,000.00
10-4215 · Carl Moyer Admin Fee	50,000.00	25,000.00	200.0%	25,000.00
10-4222 · Farmer Prgm, Pooled Share Admin	98,615.77	0.00	100.0%	0.00
10-4225 · Gov EPA Target 2020, Admin Fee	188.04			
10-4311 · Interest Earned from Restricted	17,113.50			
10-4310 · Interest Earned - Operating - Other	19,584.73	25,000.00	78.3%	25,000.00
Total 10-4000 · Operating Income	1,115,749.11	1,047,377.00	106.5%	1,047,377.00
Salaries				
10-5002 · Permanent Salaries	580,443.51	584,615.00	99.3%	582,681.00
10-5006 · Overtime Pay	315.97	1,000.00	31.6%	400.00
10-5007 · TexMed (in lieu of Health Insurance)	6,948.33	7,681.00	90.5%	6,950.00
10-5008 · Vehicle Allowance	2,375.00			2,375.00
Total 10-5001 · Salaries	590,082.81	593,296.00	99.5%	592,406.00
Employee Benefits				
10-5011 · Medicare/FICA	8,370.64	8,699.00	96.2%	8,699.00
10-5013 · EDD Training Tax	0.00	784.00	0.0%	784.00
10-5014 · CA State Unemployment	1,095.44			
10-5015 · Workers' Comp Insurance	5,032.66	5,352.00	94.0%	5,352.00
10-5017 · PERS Retirees Health Plan	28,606.80	27,900.00	102.5%	27,900.00
10-5018 · PERS Health Active Employee	52,679.05	55,800.00	94.4%	55,800.00
10-5019 · Dental/Vision Care	8,472.00	10,000.00	84.7%	10,000.00
10-5021 · PERS ER- Paid Member Contribution	15,427.64			
10-5023 · PERS PEPRA -ER Contribution	25,563.44	70,589.00	36.2%	70,589.00
10-5020 · PERS - ER Classic Share - Other	24,180.23			
10-5024 · PERS PEPRA UAL	0.00	0.00	0.0%	0.00
10-5022 · PERS Classic and PEPRA UAL - Other	123,860.04	123,860.00	100.0%	123,860.00
10-5027 · 457 (b) Plan ER Contribution	2,700.00			
10-5025 Compensated Absences YE Adjustment	(11,755.00)			
Total 10-5010 · Employee Benefits	284,232.94	302,984.00	93.8%	302,984.00
Total 10-5990 · Total Salary & Benefits	874,315.75	896,280.00	97.5%	895,390.00
Operating Expense				
10-5200 · Office				
10-5202 · Office Supplies	17,092.85	7,000.00	244.2%	17,100.00
10-5204 · Postage/Shipping	1,035.05	650.00	159.2%	1,050.00
10-5207 · Non-Cap - Office Equipment	5,428.24	3,400.00	159.7%	5,450.00
10-5259 · Legal Notices, Publi	974.55	1,000.00	97.5%	1,000.00
10-5301 · Information Technology	33,750.97	22,000.00	153.4%	34,000.00
10-5390 · Miscellaneous Exp	40.00	1,000.00	4.0%	40.00
Total 10-5200 · Office	58,321.66	35,050.00	166.4%	58,640.00
Air & Ozone Monitoring				
10-5201 · PM2.5 Expenditure	13,469.16	8,700.00	154.8%	13,500.00
10-5206 · Ozone Monitoring	1,314.16	4,800.00	27.4%	1,325.00
10-5208 · Non-Cap - Field Equipment	6,646.81			6,650.00
Total 10-5215 · Air & Ozone Monitoring	21,430.13	13,500.00	158.7%	21,475.00

Northern Sierra Air Quality Management District
Profit & Loss OPERATING Budget vs. Actual
July 2022 through June 2023

	ACTUALS as of June 30, 2023	Budget Fiscal Year 2022-2023	% of Budget	Revised Budget Fiscal Year 2022-2023
Dues & Subscription				
10-5203 · References, Subscrip	275.56	300.00	91.9%	300.00
10-5205 · Memberships	7,371.15	5,000.00	147.4%	7,375.00
Total 10-5225 · Dues & Subscription	7,646.71	5,300.00	144.3%	7,675.00
Rents & Utilities				
10-5253 · Rent, Grass Valley	32,868.00	33,000.00	99.6%	32,868.00
10-5254 · Rent, Portola	6,660.00	6,800.00	97.9%	6,660.00
10-5255 · Utilities, Grass Valley	3,201.17	2,700.00	118.6%	3,200.00
10-5256 · Utilities, Portola	2,867.35	2,500.00	114.7%	2,900.00
10-5257 · Rent PM2.5 Grass Valley	19,512.00	19,000.00	102.7%	19,525.00
Total 10-5250 · Rents & Utilities	65,108.52	64,000.00	101.7%	65,153.00
10-5251 · Communications	17,921.31	22,000.00	81.5%	18,000.00
10-5258 · Liability Insurance	11,944.64	14,000.00	85.3%	11,950.00
Professional Fees				
10-5311 · Professional Serv - Legal	3,300.42	3,000.00	110.0%	3,300.00
10-5318 · EPA Target GR Acct & Office Ser	35,621.50	3,933.00	905.7%	35,650.00
10-5320 · EPA TAG 2018 Admin Hours	0.00	123.00	0.0%	123.00
10-5313 · Prof Services Accounting - Other	23,987.70	14,000.00	171.3%	24,000.00
10-5314 · Profes Serv - Financial Auditor	15,075.00	15,500.00	97.3%	15,100.00
10-5315 · Profes Services Board	5,200.00	4,000.00	130.0%	5,200.00
10-5319 · Human Resources	0.00	15,000.00	0.0%	0.00
Total 10-5300 · Professional Fees	83,184.62	55,556.00	149.7%	83,373.00
Repair & Maintenances				
10-5303 · Maintenance Office	2,391.65	500.00	478.3%	2,400.00
10-5305 · Maintenance Vehicles	10,323.67	3,000.00	344.1%	10,325.00
Total 10-5325 · Repair & Maintenances	12,715.32	3,500.00	363.3%	12,725.00
Travel & Conference				
10-5351 · Training/Tuition/Conferences	3,089.22	3,000.00	102.3%	3,070.00
10-5352 · Travel	8,473.45	10,000.00	84.7%	8,475.00
10-5353 · Gasoline	7,475.76	7,000.00	106.8%	7,500.00
10-5354 · Private Car Mileage	1,855.01	2,000.00	92.8%	1,855.00
Total 10-5350 · Travel & Conference	20,873.44	22,000.00	94.9%	20,900.00
Total 10-5991 · Operating Expense	299,146.35	234,906.00	127.3%	299,891.00
Pass-thru Funds				
10-5402 · Alternate Commute Program	0.00	750.00	0.0%	
10-5404 · ABR AB2588	0.00	1,400.00	0.0%	
10-5405 · Public Education Program	3,551.25	10,000.00	35.5%	3,555.00
10-5406 · Fire Dept Res Reimbu	0.00	1,500.00	0.0%	
Total 10-5992 · Pass-thru Funds	3,551.25	13,650.00	26.0%	3,555.00
Fixed Asset Purchases Summary				
10-5601 · Fixed Assets Office	0.00	4,000.00	0.0%	
10-5602 · Fixed Assets Field	42,820.44	5,000.00	856.4%	5,000.00
10-5603 · Fixed Assets Vehicles	0.00	50,000.00	0.0%	
Total 10-5993 · Fixed Asset Purchases Summary	42,820.44	59,000.00	72.6%	5,000.00
Total 10-5994 · Total All Operating Expenses	1,219,833.79	1,203,836.00	101.3%	1,203,836.00
NET INCOME	(104,084.68)	(156,459.00)	66.5%	(156,459.00)

Northern Sierra Air Quality Management District
Profit & Loss RESTRICTED Budget vs. Actual
July 2022 through June 2023

	Actuals as of June 30, 2023	Budget	% of Budget	Revised Budget Fiscal Year 2022-2023
Total Restricted Resources				
20-4502 · AB2766 - Current Year	215,626.48	232,780.00	92.6%	
20-4702 · AB2766 Prior Year Unspent funds	694,042.62			
Total 20-4500 · AB 2766	909,669.10	232,780.00		
20-4505 · AB 923 Current Year	55,920.10	50,000.00	111.8%	
20-4705 · AB923 Prior Year Unspent	376,497.90			
Total 20-4505 · AB 923 Current Year	432,418.00	50,000.00		
20-4520 · Carl Moyer Program	350,000.00	175,000.00	200.0%	
20-4519 · Carl Moyer Interest	7,632.70			
20-4718 · Carl Moyer - Prior Year Unspent	251,328.71			
Total 20-4518 · Carl Moyer	608,961.41	175,000.00		
20-4529 · EPA Target Grant 2015 -Portola	482,533.25	640,000.00	75.4%	
20-4729 · EPA TAG 2015 Prior Year Balance	-24,341.75			
Total 20-4529 · EPA Target Grant 2015 -Portola	458,191.50	640,000.00		
20-4735 · WRP Prior Year Unspent Funds	64,463.23			
20-4536 · Interest-Woodsmoke Reduce Prog	748.04	300.00	249.3%	
Total 20-4535 · Woodsmoke Reduction Program	65,211.27	300.00		
20-4539 · AB617 -Implementation Interest	0.00	500.00	0.0%	
20-4540 · EPA Target Grant 2018	262,176.91	300,000.00	87.4%	
20-4740 · EPA TAG 2018 Prior Year Balance	-27,783.90			
Total 20-4540 · EPA Target Grant 2018	234,393.01	300,000.00		
20-4546 · Nox NRM Earned Interest	364.94			
20-4741 · Nox Reduction Prior Year Unspent Funds	19,078.61			
Total 20-4541 · Nox Reduction Measure Rev	19,443.55	0.00		
20-4542 · Farmers, Pooled Share Program - Other	897,922.50			
20-4547 · Farmers Earned Interest	5,150.43			
20-4742 · Farmer, Pooled Prior Year Unspent Funds	5,625.60			
Total 20-4542 · Farmers, Pooled Share Program	908,698.53	0.00		908,698
20-4545 · AB617 Incentive Grant Interest	1,375.13			
20-4744 · AB617 Incentive Prior Year Unspent Fund	71,890.33			
Total 20-4544 · AB617 Incentive Grant	73,265.46	0.00		
20-4587 · EPA Target Grant 2020	50,718.81			42,000
20-4787 · EPA TAG 2020 Prior Year Balance	-9,000.00			
Total 20-4587 · EPA Target Grant 2020	41,718.81	0.00		42,000.00
20-4600 · Interest Earned	0.00	1,000.00	0.0%	
Total Available Resources	3,751,970.64	1,399,580.00	268.1%	950,698
AB2766 Restricted Budget		532,457.00		
20-5402 · AB2766 - All Phase Landscape	16,835.00			
20-5402 · AB2766 - Sierra Senior Services	37,800.00			
20-5402 · AB2766 - Tahoe Truckee USD	75,000.00			
20-5440 · 2015-08 Portola PM Nonattainment (Big Valley Ford)	7,563.12			
20-5490 · EPA 2018 Plumas Matching Funds (Mostly Big Valley Ford)	39,580.35			
20-5491 · TAG2020 Grant Match	1,427.23			
20-5403 · AB2766 - Plumas County - Plumas Sanitation	34,116.00			
20-5404 · AB2766 - Sierra County Senior Citizens of Sierra County	4,314.00			
Total AB2766 Restricted	216,635.70	532,457.00	40.7%	
20-5406 · Carl Moyer - Restricted -	0.00	250,907.00		
20-5409 · AB 923 Restricted	0.00	407,552.00		
20-5410 · EPA Target Grant 2015	452,815.50	560,474.00	80.8%	
20-5414 · Woodsmoke Reduction Program	40,000.00	64,137.00	62.4%	
20-5415 · AB617-Implementation	0.00	16,704.00		
20-5416 · Farmers Pooled Shared Program	903,537.05	5,154.00	17,531%	908,698
20-5417 · Nox Reduction Measure Exp	0.00	53,375.00		
20-5485 · EPA Target Grant 2018	404,379.60	379,526.00	106.5%	25,000
20-5486 · AB617 Incentive Grant Expense	0.00	71,639.00		
20-5487 · EPA Target Grant 2020	41,718.81			42,000
Total Expenses	2,059,086.66	2,341,925.00	87.92%	975,698.00
Net Restricted Resources	1,692,883.98	-942,345.00	-179.65%	-25,000.00

Northern Sierra Air Quality Management District
Profit & Loss RESTRICTED Budget vs. Actual
Unearned Revenue at June 30, 2023
July 2022 through June 2023

	Jul '22 - Jun 23	Budget	% of Budget	Expenses	Unearned Revenue at June 30, 2023	Earned Revenue at June 30, 2023
Total Restricted Revenue						
20-4502 · AB2766 - Current Year	215,626.48	232,780.00	92.63%			
20-4702 · AB2766 Prior Year Unspent funds	694,042.62					
Total 20-4500 · AB 2766	909,669.10	232,780.00		216,635.70	0	909,669.10
20-4505 · AB 923 Current Year	55,920.10	50,000.00	111.84%			
20-4705 · AB923 Prior Year Unspent	376,497.90					
Total 20-4505 · AB 923 Current Year	432,418.00	50,000.00		0.00	432,418.00	0
20-4520 · Carl Moyer Program	350,000.00	175,000.00	200.0%			
20-4519 · Carl Moyer Interest	7,632.70					
20-4718 · Carl Moyer - Prior Year Unspent	251,328.71					
Total 20-4518 · Carl Moyer	608,961.41	175,000.00		0.00	608,961.41	0
20-4529 · EPA Target Grant 2015 -Portola	482,533.25	640,000.00	75.4%			
20-4729 · EPA TAG 2015 Prior Year Balance	-24,341.75					
Total 20-4529 · EPA Target Grant 2015 -Portola	458,191.50	640,000.00		452,815.50	Accrued May June	458,191.50
20-4735 · WRP Prior Year Unspent Funds	64,463.23					
20-4536 · Interest-Woodsmoke Reduce Prog	748.04	300.00	249.35%			
Total 20-4535 · Woodsmoke Reduction Program	65,211.27	300.00		40,000.00	25,211.27	40,000.00
20-4539 · AB617 -Impementation Interest	0.00	500.00	0.0%			
20-4540 · EPA Target Grant 2018	262,176.91	300,000.00	87.39%			
20-4740 · EPA TAG 2018 Prior Year Balance	-27,783.90					
Total 20-4540 · EPA Target Grant 2018	234,393.01	300,000.00		404,379.60	Accrued May June	234,393.01
20-4546 · Nox NRM Earned Interest	364.94					
20-4741 · Nox Reduction Prior Year Unspent Funds	19,078.61					
Total 20-4541 · Nox Reduction Measure Rev	19,443.55	0.00		0.00	19,443.55	
20-4542 · Farmers, Pooled Share Program - Other	897,922.50					
20-4547 · Farmers Earned Interest	5,150.43					
20-4742 · Farmer, Pooled Prior Year Unspent Funds	5,625.60					
Total 20-4542 · Farmers, Pooled Share Program	908,698.53	0.00		903,537.05	5,161.48	903,537.05
20-4545 · AB617 Incentive Grant Interest	1,375.13					
20-4744 · AB617 Incentive Prior Year Unspent Fund	71,890.33					
Total 20-4544 · AB617 Incentive Grant	73,265.46	0.00		0.00	73,265.46	
20-4587 · EPA Target Grant 2020	50,718.81					
20-4787 · EPA TAG 2020 Prior Year Balance	-9,000.00					
Total 20-4587 · EPA Target Grant 2020	41,718.81	0.00		41,718.81	Accrued May June	41,718.81
20-4600 · Interest Earned	0.00	1,000.00	0.0%	0.00		0
Total Income	3,751,970.64	1,399,580.00	268.08%	2,059,086.66	1,164,461.17	2,587,509.47
For Fiscal Audit Purposes						
20-5401 · AB2766 Restricted Budget		532,457.00				
20-5402 · AB2766 - All Phase Landscape	16,835.00		100.0%			
20-5402 · AB2766 - Sierra Senior Services	37,800.00		100.0%			
20-5402 · AB2766 - Tahoe Truckee USD	75,000.00		100.0%			
20-5440 · 2015-08 Portola PM Nonattainmen (Big Valley Ford)	7,563.12		100.0%			
20-5490 · EPA 2018 Plumlas Matching Funds (Mostly Big Valley f	39,580.35					
20-5491 · TAG2020 Grant Match	1,427.23		100.0%			
20-5403 · AB2766 - Plumlas County - Plumlas Sanitation	34,116.00		100.0%			
20-5404 · AB2766 - Sierra County Senior Citizens of Sierra County	4,314.00		100.0%			
Total 20-5401 · AB2766 Restricted	216,635.70	532,457.00	40.69%			
20-5406 · Carl Moyer - Restricted -	0.00	250,907.00	0.0%			
20-5409 · AB 923 Restricted	0.00	407,552.00	0.0%			
20-5410 · EPA Target Grant 2015	452,815.50	560,474.00	80.79%			
20-5414 · Woodsmoke Reduction Program	40,000.00	64,137.00	62.37%			
20-5415 · AB617-Implementation	0.00	16,704.00	0.0%			
20-5416 · Farmers Pooled Shared Program	903,537.05	5,154.00	17,530.79%			
20-5417 · Nox Reduction Measure Exp	0.00	53,375.00	0.0%			
20-5485 · EPA Target Grant 2018	404,379.60	379,526.00	106.55%			
20-5486 · AB617 Incentive Grant Expense	0.00	71,639.00	0.0%			
20-5487 · EPA Target Grant 2020	41,718.81					
Total Expenses	2,059,086.66	2,341,925.00	87.92%		0.00	
Net Restricted Income	1,692,883.98	-942,345.00	-179.65%		1,164,461.17	

To: Northern Sierra Air Quality Management District Board of Directors

From: Julie Hunter, Interim Air Pollution Control Officer

Date: September 25, 2023

Agenda Item: V.E

Agenda Description: Approval of hiring approved Air Pollution Specialist I, at a Step C.

Summary:

According to the District's Personnel Policy 2045.30, the APCO must notify the Board of an appointment of an employee hired at advanced steps B and C and provide the reasoning behind such findings.

The Board approved an APCS I at the May 22, 2023 Board Meeting. On September 12, 2023, District staff interviewed two additional applicants, and would like to offer the position to .an applicant. The applicant has a master's degree in Environmental Civil Engineering and work experience includes Planning and Permitting, including, advocating greenhouse gas reduction, alternative transportation, and affordable housing. With the applicants previous experience and education, I would like to recommend hiring an APCS I, Step C.

Requested Action:

Approval of hiring an APCS I at a Step C

Attachment:

District Policy 2045.30

Salary Step at Hiring: It is the Board's intent that all newly hired employees should be appointed at Step A. However, the APCO may hire at steps B and C if the APCO finds that an applicant possesses extraordinary qualifications in terms of training and experience. In such instances, the APCO must notify the Board of the appointment of an employee at advanced steps B and C and provide the reasoning behind such findings. Hiring at steps D and E requires advance Board approval.

To: Northern Sierra Air Quality Management District Board of Directors

From: Julie Hunter, Interim Air Pollution Control Officer

Date: September 25, 2023

Agenda Item: VI. – Directors Report (Informational Only)

Agenda Description:

Update on Information Technology (IT) changes, online payments, and occupying the Conference Room in the Grass Valley office.

Information:

The District switched IT firms, this change occurred on August 1, 2023 with Clientworks. The change will save the District approximately \$1,000 per month. Staff from Clientworks have visited all field sites to identify equipment update needs, and have visited both the Portola and the Grass Valley offices to create a smoother connection between the offices.

The District also switched online payment companies.. This switch will save the Districts customers 1% on fees when invoices are paid online.

Additionally, I am in conversations with the Litton's, owners of the Grass Valley office, regarding vacating the conference room/lab space and relocating into the main office. The rent in this portion of the Litton building is \$780 plus utilities per month. The Litton's are discussing options and will get back to me.

Requested Action: None, informational only

Attachments:

To:Northern Sierra Air Quality Management District Board of Directors

From: Melissa Klundby, APCS II

Date: September 25, 2023

Agenda Item Number: VII.A

Description: Monitoring Update

Information:

Staff is currently working with to purchase a new monitoring machine for the Portola site to replace two machines that are currently non-operational due to age. After the arrival of the new equipment, staff will work on modifications to the Portola site. The city has requested roof repairs at that location due to leaks.

Funding for this equipment and site repairs will be provided by funds specifically earmarked for site upgrades and are not anticipated to exceed budgeted amounts.

District staff will also be working to perform mandatory annual testing at its PM2.5 monitoring sites over the next several months.

Background:

The District has five monitoring sites within the network and has been monitoring air quality since 1986 in Plumas, Sierra and Nevada counties. The current network monitors for PM2.5, Ozone, Speciation, and Carbon.

Requested Action:

None, informational only

Attachments:

None

To: Northern Sierra Air Quality Management District Board of Directors

From: District Staff

Date: September 25, 2023

Agenda Item Number: VII.B

Description: Planning Program Update

Information:

State Implementation Plans (SIP):

The Serious Portola SIP is in progress. Staff meet with CARB and EPA on a bi-weekly basis to work to contingency measures and Best Available Control Measure (BACM) to meet EPA's requirements of a Serious SIP.

Emissions Inventory:

Emissions Inventory (EI) is complete and was submitted this month.

Project Plan Reviews:

District staff review projects and provide comments on plans that come through the Planning Departments in all three counties. Staff review projects for potential air quality impacts and provide comments on the permitting that will be required for their Authority to Construct permit.

Summary of Planning Document Review Comment Requests received and/or responded to for the 3rd quarter from June 19 to September 14, 2023

Month	First Distributions	Replies	Submitting Agencies
July (June 19--->)	6	4	Nev. County, NC, GV
August	7	4	Nevada County, PG&E
September (1/2)	5	3	Nevada County, GV, PG&E
Totals	18	11	

Staff have re-established working relationships with Nevada County, Truckee, Grass Valley, and the Nevada City Planning Departments. We expect an increase in submitted Planning Documents to District staff for review by approximately 3-5% per month over the next year in Nevada County.

Requested Action:

None, informational only

Attachments:

None

To: Northern Sierra Air Quality Management District Board of Directors

From: Tasha Coleman, APCS I

Date: September 25, 2023

Agenda Item Number: VII.C

Description: Permitting Update

Information:

The District is responsible for permitting all sources in Plumas, Sierra and Nevada counties that emit criteria pollutants. There are a total of 28 Stationary Sources and two Title V facilities in the Districts jurisdiction.

Stationary Sources: Stationary Sources are permitted throughout the year based on the expiration of the facilities permit and the throughput of the emissions from the previous year.

Quarter	First	Second	Third	Fourth
Months	Jan-Mar	Apr-June	July-Sept	Oct-Dec
Permit to Operate (PTO) Issued	6	8	9	N/A

Stationary Engines: Diesel generators that are over 50hp.

- Yearly (renewal in May): 217 renewal permits sent out.
- Still missing 3 payments.

Vapor Recovery

- Yearly (renewal in Oct): TDB

Burn Permits

- 987 acres treated by Ranger Districts in the jurisdiction.

Quarter	First	Second	Third	Fourth
Months	Jan-Mar	Apr-June	July-Sept	Oct-Dec
Permits Issued	25	34		N/A

There are four National Forests and nine Ranger Districts within the Districts jurisdiction. Burn permits have been suspended for the season, 2023.

Emission Inventory: Emission Inventory has been completed and sent to the districts CARB liaison for review.

Requested Action:

None, informational only

Attachments:

None

To: Northern Sierra Air Quality Management District Board of Directors

From: Duane Strawser

Date: September 25, 2023

Agenda Item Number: VII.D

Description: Enforcement Program Update

Information: Facilities that are under permit with the district in all three counties need to have a yearly inspection to make sure all facilities are following their individual requirements.

Stationary Sources

Stationary Source inspections have started for the year 2023.

Stationary Sources Facilities	
Nevada County	Plumas & Sierra County
20 Facilities <ul style="list-style-type: none">• August: 2 annual inspections completed.• September: 2 annual inspections completed.	10 Facilities <ul style="list-style-type: none">• 1 annual inspection completed

Vapor Recovery:

Vapor Recovery inspections have been almost completed for the year 2023. The vapor recovery database has been updated in the Districts system. The District is planning to send letters to gas station facilities soon that have not completed their yearly Vapor Recovery Tests if the District has not yet received their results.

Vapor Recovery	
Nevada County	Plumas & Sierra County
41 Facilities <ul style="list-style-type: none">• Final 2 inspections completed in July/August w/ full compliance*. (*2x facilities pending minor repairs required for final sign-off).	26 Facilities <ul style="list-style-type: none">• All facilities inspected, excluding five. These facilities are located in Sierra County and LaPorte. Inspector will prioritize time to inspect these soon.

To:Northern Sierra Air Quality Management District Board of Directors

From: Mikki Brown, Targeted Airshed Grant Specialist I

Date: September 25, 2023

Agenda Item Number: VII.E

Description: Targeted Airshed Grants Update

Information:

- We attend City Council meetings on the 2nd and 4th Wednesdays of the month and provide TAG updates.
- Working with EPA and CARB to draft a District Rule that encourages emissions reductions while taking into consideration the topography of the zones, the community, and best available control measures. The proposed rule will likely impact zone 1 of the non-attainment area the most.
- We switched social media contractors to someone local to manage the wood stove change out social media outlets. This change happened in June.
- TAG ran a pilot seasoned firewood program this spring and summer. We found the program successful (all delivered wood was seasoned by September) with J&C Enterprises and plan to run a voucher program next spring with their partnership.

Approximate funds remaining in each TAG as of 9/1/23:

2015 \$11,496.34

2018 \$2,348,828.79

2020 \$2,578,569.83

Projects we are currently working on include hiring a TAG enforcement coordinator to work temporary part time to observe residential wood smoke. This persons start date is scheduled for September 26th. We are also working with Lawrence Berkeley Lab (LBL) to have some in-situ testing done in local homes with EPA certified devices (totally voluntary) to see how emissions ratings in real life compare to warehouse factory testing. We are also preparing for a sight visit on September 21st and 22nd when the EPA and CARB plan to spend the a few days in Portola to meet with retailers and city staff.

Requested Action:

None, informational only

Attachments:

None

To:Northern Sierra Air Quality Management District Board of Directors

From: Melissa Klundby, APCS II

Date: September 25, 2023

Agenda Item Number: VII.F

Description: Grants

Information:

FARMER : Staff has submitted 13 applications to the FARMER grant program liaison for review and will bring any approved projects to the Board for contract award and review when available. Staff will also be bringing an agreement to the Board for the possible administration of a FARMER grant in Mariposa County. The local air district does not administer the FARMER program in that County and each grant brings significant administration funds to the District. The process is not competitive across the rural counties as each application is weighed on its own merits for cost effectiveness.

AB 2766: Staff is working to amend the process and timeline for the AB 2766 Grant Program and will bring all future projects for Board review annually at the October Board meeting. Staff has received one application for Sierra County and five applications for Nevada County funds. Plumas County funds were not available for reward during this grant cycle. Staff will bring the applications for Board review at the October Board meeting. Applicants are requested to be present at the Board meeting and are anticipated to attend the meeting in the Grass Valley offices.

Carl Moyer: Staff has had difficulty finding applicants to participate in the Carl Moyer program, based upon project funding amounts implemented by the Board. The Board has adopted policies limiting the amount of funding for a CARL Moyer projects to a maximum of 70% of total project costs even though State guidelines allow for up to 80% of total project costs to be funded. The FARMER program allows for 80% of total project costs to be funded and applicants are choosing to participate in that program instead of the Carl Moyer program. Staff will be requesting a review of the Board policies at a later date.

IRA: District submitted a request for funds for monitoring under the Inflation Reduction Act of 2022 (IRA). This request was a Needs Assessment. Staff requested funding to assist with Monitoring equipment and upgrades, Contract support for Planning documents, and staffing. The EPA will review the Needs Assessment and will determines allocation methodology and grants guidance by late winter/early spring 2024.

Requested Action:

None, informational only