

**PLACER COUNTY
OFFICE OF EMERGENCY SERVICES**

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Thomas M. Miller, County Executive Officer
By Brett Storey, Senior Management Analyst

DATE: May 26, 2009

SUBJECT: Accept two Clean Air Grant agreements in the amount of \$45,000 and \$40,000 (a total of \$85,000) from the Placer County Air Pollution Control District for the Biomass Program; authorize the Chairman of the Board of Supervisors to sign both agreements, and approve the attached Budget Revision in the amount of \$135,000

ACTION REQUESTED

Accept two Clean Air Grant agreements in the amount of \$45,000 and \$40,000 (a total of \$85,000) from the Placer County Air Pollution Control District for the Biomass Program; approve the Chairman of the Board of Supervisors to sign both agreements, and approve the attached Budget Revision in the amount of \$135,000.

BACKGROUND

Placer County has been awarded two Clean Air grants of \$45,000 and \$40,000 from the Placer County Air Pollution Control District (PCAPCD), for a total award of \$85,000. These are follow-on grants that support the county's efforts in these areas to keep successful programs in place. In addition to these awards the County is required to provide some matching funds for these programs to ensure we assist the largest possible area within our communities. This fits with the Boards desire to provide for biomass utilization and fire prevention as stated in the BOS approved Strategic Plan. These grants must be approved by the BOS and encumbered by the PCAPCD by the end of May to meet the PCAPCD end of fiscal year policy. Grant work will not begin until all funds have been approved. The grant money is eligible to be used until May 31, 2011.

One grant was awarded for a joint US Forest Service (USFS)/Placer County program (\$40,000) that will pool resources and provide a process to remove, chip and haul the accessible standing piles of wood materials in the Tahoe National Forest (within the American River watershed) to nearby biomass energy facilities. Placer County would use \$25,000 from the Secure Rural Schools & Community Self-determination Act of 2000 Trust Fund to meet matching requirements associated with this grant. We will seek to off-set our matching requirements with funding from the USFS (estimated at \$17,500) once an agreement can be reached.

The second grant award (\$45,000) is for a countywide project that promotes woody biomass capture and usage through our biomass box program and our regional collection sites to the nearest biomass to electricity facility. Due to the efforts of the BOS these programs have become very successful and we are reaching more areas to remove this material creating better fire prevention and reduced air pollution. We will again have sites in and around the Lake Tahoe Basin and throughout the west end of the county. All material will be taken to

Board Memorandum
APCD Biomass Grants
May 26, 2009
Page 2 of 2

"wood to biomass" electricity facilities. Placer County would use \$25,000 from the Secure Rural Schools & Community Self-determination Act of 2000 Trust Fund to meet matching requirements associated with this grant. We will seek to off-set our matching requirements with funding from local businesses such as orchards, vineyards, etc., should they choose to use our services.

These two projects will avoid hundreds of tons of air pollution in our region, create green electricity, and allow us to track the costs and logistical efforts, for future program development.

FISCAL IMPACT

With the approved match, for these two grants coming from the Secure Rural Schools & Community Self-determination Act of 2000 funding, there is no current or future impact to the General Fund as a result of this action.

Attachments

APCD Contact for CN025318 – 2009 American River Biomass Conversion Project
APCD Contact for CN025319 – 2009 Implement a community biomass removal program
Budget Revision

Agreement Number CN025318

DESCRIPTION: IMPLEMENTATION OF THE AMERICAN RIVER BIOMASS CONVERSION PROGRAM.

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and County of Placer, County Executive Office (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, under AB 2766 and AB 923 (Health and Safety Code Section 44220 and 44225 *et. seq.*), the PCAPCD has levied a \$6.00 fee on motor vehicles registered within the PCAPCD; and

WHEREAS, the PCAPCD has received Air Quality Mitigation Funds to off-set the impact of new development in Placer County by reducing emissions, primarily ozone precursor emissions, from sources that are not required by law to reduce emissions; and

WHEREAS, pursuant to AB 2766, AB 923 and the APCD's Offsite Mitigation Program, the monies collected under these levies must be used to reduce air pollution from motor vehicles and other sources, and for related air quality planning, education, air monitoring, and technical studies necessary for the implementation of the California Clean Air Act; and

WHEREAS, CONTRACTOR has requested that the PCAPCD provide Clean Air Grant monies for the PROJECT(s) described in Exhibit A, subject to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has represented to the PCAPCD that CONTRACTOR has the necessary expertise, experience and ability to competently complete the described PROJECT(s); and

WHEREAS, PCAPCD staff has carefully reviewed the described PROJECT(s) and have found them to be within the requirements of AB 2766, AB 923 and the Offsite Mitigation Program in that the PROJECT(s) are reasonably expected to reduce air pollution and help in the further implementation of the California Clean Air Act and,

WHEREAS, the PCAPCD Board of Directors has approved Resolution #09-03, authorizing the Air Pollution Control Officer to sign and amend, as needed, grant agreements and contracts for approved projects listed in the table "PCAPCD Clean Air Projects 2009".

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

1. Contract Period

- a) The term of this contract shall begin on the date signed by both parties and conclude on or before May 31, 2011 unless terminated or amended.
- b) This contract may be canceled by either party upon serving thirty (30) days notice in writing to the other party.

2. Services

- a) CONTRACTOR agrees, during the term of this AGREEMENT, to perform the contracting services set forth below and in Exhibit "A" – Scope of Work (hereinafter "PROJECT").
- b) CONTRACTOR shall be obligated to devote as much time, attention, skill, and effort as may be reasonably required to perform the PROJECT services, in a professional and timely manner, consistent with the elements of the project.

3. Payment

- a) PCAPCD agrees to pay for the services covered by this AGREEMENT pursuant to the payment schedule set forth below and in Exhibit "B"- Payment Schedule.
- b) The amount paid to the CONTRACTOR shall constitute full payment for all services set forth herein. CONTRACTOR shall not be reimbursed for any additional expenses incurred beyond the maximum sum payable without prior written agreement by the PCAPCD.
- c) CONTRACTOR shall bill PCAPCD after purchase orders have been issued or contracts have been entered into for approved services or the project has been completed. CONTRACTOR agrees to provide a detailed invoice to PCAPCD referencing the contract number with copies of purchase orders, signed contracts, or receipts. PCAPCD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT. **Ten (10) percent of the contract amount will be withheld pending the presentation to PCAPCD of the final report as outlined in Exhibit C – Final Report Format.**
- d) Notwithstanding any other terms of this AGREEMENT, no payments shall be made to CONTRACTOR until PCAPCD is satisfied that work of such value has been rendered pursuant to this AGREEMENT. However, PCAPCD shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

4. Notices

- a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail,

postage prepaid, sent certified or registered and addressed to the parties as follows:

PCAPCD:
Placer County Air Pollution Control District
Attn: Air Pollution Control Officer
3091 County Center Drive, Suite 240
Auburn, CA 95603

CONTRACTOR:
Placer County Executive Office
Attn: Brett Storey
2968 Richardson Drive
Auburn, CA 95603

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

5. Obligations of PCAPCD

- a) PCAPCD agrees to pay CONTRACTOR an amount not to exceed the requirements set forth in Exhibit B –Payment Schedule, in accordance with the requirements listed in Exhibit A, Work Statement
- b) PCAPCD shall not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR in the performance of PROJECT described in Exhibit A unless such reimbursement is specifically authorized in the Payment Schedule. CONTRACTOR shall not be reimbursed for any additional expenses incurred beyond this maximum amount without prior written agreement by the PCAPCD
- c) Except for the payment obligations set forth above, PCAPCD shall have no other obligations or responsibilities to CONTRACTOR under this AGREEMENT

6. Obligations of CONTRACTOR

- a) CONTRACTOR has or will obtain all additional funding set forth in Exhibit B of this AGREEMENT
- b) CONTRACTOR has or will obtain all required licenses, permits, fees, and other legal authorizations from all applicable Federal, State, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT described in Exhibit A
- c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit B
- d) No component of the monies to be paid by PCAPCD to CONTRACTOR will be used for grant administration or any interest costs

- e) CONTRACTOR shall provide proof of PROJECT completion and verification of costs as set forth in Exhibit A and paragraph 3.

7. **Hold Harmless/Indemnity**

CONTRACTOR agrees to indemnify and hold harmless PCAPCD and PCAPCD's employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts of omissions of CONTRACTOR, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services.

8. **Insurance Requirements**

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

9. **Facilities, Equipment and Other Materials**

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

10. **Non-Discrimination**

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

11. **Records and Documents**

- a. CONTRACTOR shall maintain at all times complete, detailed records with regard to work performed under this AGREEMENT, in a form acceptable to PCAPCD, and PCAPCD shall have the right to inspect such records at any reasonable time.
- b. CONTRACTOR agrees to return to PCAPCD, upon termination of this AGREEMENT, all documents, drawings, photographs, and other written or graphic material, however produced, received from PCAPCD and used by CONTRACTOR in the performance of its services. All work papers, drawings,

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

12. Independent Status

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

13. Warranties

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

14. Licenses, Permits, Etc

CONTRACTOR represents and warrants to PCAPCD that it has or will obtain before initiation of the PROJECT, all licenses, permits, qualifications, and approvals of what ever nature, which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to PCAPCD that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this AGREEMENT, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

15. Assignment or Transfer

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

16. **Modification of Agreement**

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

17. **Waiver**

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

18. **Entirety of AGREEMENT**

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

19. **Jurisdiction**

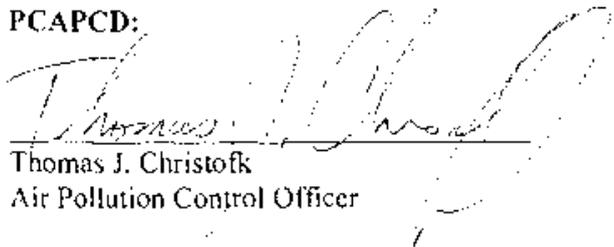
This AGREEMENT, and the right and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this AGREEMENT, venue shall only be in the appropriate state or federal court having venue over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

20. Exhibits

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

The parties so agree.

PCAPCD:



Thomas J. Christofk
Air Pollution Control Officer

5-13-09
Date

CONTRACTOR:

F. C. "Rocky" Rockholm
Chairman, Placer County Board of Supervisors

Date

EXHIBIT A - WORK STATEMENT

Contract Number: CN025318 - 2009

CONTRACTOR: Placer County Executive Office (EO)

PROJECT Title: American River Biomass Conversion Project

Placer County Executive Office (EO) shall:

1. in partnership with the USFS to reduce open pile/slash burning within the Tahoe National Forest in Placer County by removing, chipping, and hauling woody material and waste to nearby biomass facilities.
2. implement the program based on the outline provided in their 2009 Clean Air Grant application.
3. keep records on the number of tons of wood waste collected.
4. provide copies of contractual agreements/invoices relative to this project to the District.
5. adhere to time constraints in paragraph 3 of the AGREEMENT for encumbrance and disbursement of funds. The District may require a pre- and post-inspection in order to verify contractual requirements have been met.
6. notify Placer County Air Pollution Control District (District) in writing if installation and/or implementation of this project will deviate from the scope of work outlined in the EO's 2009 Clean Air Grant Application. This notification will be submitted at least 14 days in advance of any request for payment and must be approved by the APCO prior to the disbursement of any funds.
7. provide a Final Report the District as described in Exhibit C. The Final Report shall be submitted after one year of project implementation. After one year, the EO has 90 days to submit the Final Report.
8. post signage or find appropriate locations in which to advertise that funding for this program was made available by the District. Graphics used for this purpose must be approved by District Staff.

If for any reason after project funding, the equipment/project funded under this contract does not perform according to what was submitted in the 2009 CAG application or if the conditions of this contract are not met, then the EO shall return partial to all awarded grant funds to the District in a timely manner.

EXHIBIT B - PAYMENT SCHEDULE

Contract Number CN025318 - 2009

CONTRACTOR: Placer County Executive Office

Budget:

Amount Awarded by PCAPCD:	\$ 40,000
Proposed Co-funding <u>(ie. in-kind funds, matching funds, or other grants):</u>	<u>25,000</u>
Proposed PROJECT Amount:	\$ 65,000

PROJECT Title:

American River Biomass Conversion Project

PROJECT Time Line:

Proposed Start Date:	May 31, 2009
Proposed End Date:	May 31, 2011

Project Description:

Implement a biomass conversion project within the Placer County portions of the Tahoe national Forest as an alternative to burning.

Payment:

The PCAPCD will provide up to Forty Thousand Dollars (\$40,000) in funding for the American River Biomass Conversion Project in accordance with the requirements listed in Exhibit - A - Work Statement and Exhibit B - Payment Schedule. **Ten (10) percent of the contract amount will be withheld pending the presentation to PCAPCD of the final report as outlined in Exhibit C - Final Report Format.**

EXHIBIT C - FINAL REPORT FORMAT

Contract Number CN025318 - 2009

The final report shall include the following information:

1. Identify the project being reported including contract number.
2. Describe any problems encountered during project implementation. Identify any services not performed as outlined in the 2009 Clean Air Grant application.
3. List the total number of tons of wood waste collected and the number of tons burned as fuel.

Agreement Number: CN025319

**DESCRIPTION · IMPLEMENT A PROGRAM TO PROVIDE FIRE PREVENTION ASSISTANCE
AND BIOMASS UTILIZATION THROUGHOUT PLACER COUNTY**

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and County of Placer, County Executive Office (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, under AB 2766 and AB 923 (Health and Safety Code Section 44220 and 44225 *et. seq.*), the PCAPCD has levied a \$6.00 fee on motor vehicles registered within the PCAPCD; and

WHEREAS, the PCAPCD has received Air Quality Mitigation Funds to off-set the impact of new development in Placer County by reducing emissions, primarily ozone precursor emissions, from sources that are not required by law to reduce emissions; and

WHEREAS, pursuant to AB 2766, AB 923 and the APCD's Offsite Mitigation Program, the monies collected under these levies must be used to reduce air pollution from motor vehicles and other sources, and for related air quality planning, education, air monitoring, and technical studies necessary for the implementation of the California Clean Air Act; and

WHEREAS, CONTRACTOR has requested that the PCAPCD provide Clean Air Grant monies for the PROJECT(s) described in Exhibit A, subject to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has represented to the PCAPCD that CONTRACTOR has the necessary expertise, experience and ability to competently complete the described PROJECT(s); and

WHEREAS, PCAPCD staff has carefully reviewed the described PROJECT(s) and have found them to be within the requirements of AB 2766, AB 923 and the Offsite Mitigation Program in that the PROJECT(s) are reasonably expected to reduce air pollution and help in the further implementation of the California Clean Air Act and,

WHEREAS, the PCAPCD Board of Directors has approved Resolution #08-05, authorizing the Air Pollution Control Officer to sign and amend, as needed, grant agreements and contracts for approved projects listed in the table "PCAPCD Clean Air Projects 2008".

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

1. **Contract Period**

- a) The term of this contract shall begin on the date signed by both parties and conclude on or before May 31, 2011 unless terminated or amended.
- b) This contract may be canceled by either party upon serving thirty (30) days notice in writing to the other party.

2. **Services**

- a) CONTRACTOR agrees, during the term of this AGREEMENT, to perform the contracting services set forth below and in Exhibit "A" - Scope of Work (hereinafter "PROJECT").
- b) CONTRACTOR shall be obligated to devote as much time, attention, skill, and effort as may be reasonably required to perform the PROJECT services, in a professional and timely manner, consistent with the elements of the project.

3. **Payment**

- a) PCAPCD agrees to pay for the services covered by this AGREEMENT pursuant to the payment schedule set forth below and in Exhibit "B"- Payment Schedule.
- b) The amount paid to the CONTRACTOR shall constitute full payment for all services set forth herein. CONTRACTOR shall not be reimbursed for any additional expenses incurred beyond the maximum sum payable without prior written agreement by the PCAPCD.
- c) CONTRACTOR shall bill PCAPCD after purchase orders have been issued or contracts have been entered into for approved services or the project has been completed. CONTRACTOR agrees to provide a detailed invoice to PCAPCD referencing the contract number with copies of purchase orders, signed contracts, or receipts. PCAPCD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT. Ten (10) percent of the contract amount will be withheld pending the presentation to PCAPCD of the final report as outlined in Exhibit C - Final Report Format.
- d) Notwithstanding any other terms of this AGREEMENT, no payments shall be made to CONTRACTOR until PCAPCD is satisfied that work of such value has been rendered pursuant to this AGREEMENT. However, PCAPCD shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

4. **Notices**

- a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail,

postage prepaid, sent certified or registered and addressed to the parties as follows:

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Attn: Air Pollution Control Officer
3091 County Center Drive, Suite 240
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CONTRACTOR:
County of Placer, Executive Office
Attn: Brett Storey
2968 Richardson Drive
Auburn, CA 95603

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

5. Obligations of PCAPCD

- a) PCAPCD agrees to pay CONTRACTOR an amount not to exceed the requirements set forth in Exhibit B –Payment Schedule, in accordance with the requirements listed in Exhibit A, Work Statement
- b) PCAPCD shall not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR in the performance of PROJECT described in Exhibit A unless such reimbursement is specifically authorized in the Payment Schedule. CONTRACTOR shall not be reimbursed for any additional expenses incurred beyond this maximum amount without prior written agreement by the PCAPCD
- c) Except for the payment obligations set forth above, PCAPCD shall have no other obligations or responsibilities to CONTRACTOR under this AGREEMENT

6. Obligations of CONTRACTOR

- a) CONTRACTOR has or will obtain all additional funding set forth in Exhibit B of this AGREEMENT
- b) CONTRACTOR has or will obtain all required licenses, permits, fees, and other legal authorizations from all applicable Federal, State, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT described in Exhibit A
- c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit B
- d) No component of the monies to be paid by PCAPCD to CONTRACTOR will be used for grant administration or any interest costs

- e) CONTRACTOR shall provide proof of PROJECT completion and verification of costs as set forth in Exhibit A and paragraph 3.

7. **Hold Harmless/Indemnity**

CONTRACTOR agrees to indemnify and hold harmless PCAPCD and PCAPCD's employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CONTRACTOR, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services.

8. **Insurance Requirements**

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

9. **Facilities, Equipment and Other Materials**

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

10. **Non-Discrimination**

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

11. **Records and Documents**

- a. CONTRACTOR shall maintain at all times complete, detailed records with regard to work performed under this AGREEMENT, in a form acceptable to PCAPCD, and PCAPCD shall have the right to inspect such records at any reasonable time.
- b. CONTRACTOR agrees to return to PCAPCD, upon termination of this AGREEMENT, all documents, drawings, photographs, and other written or graphic material, however produced, received from PCAPCD and used by CONTRACTOR in the performance of its services. All work papers, drawings,

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

12. Independent Status

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

13. Warranties

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

14. Licenses, Permits, Etc

CONTRACTOR represents and warrants to PCAPCD that it has or will obtain before initiation of the PROJECT, all licenses, permits, qualifications, and approvals of what ever nature, which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to PCAPCD that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this AGREEMENT, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

15. Assignment or Transfer

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

16. **Modification of Agreement**

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

17. **Waiver**

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

18. **Entirety of AGREEMENT**

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

19. **Jurisdiction**

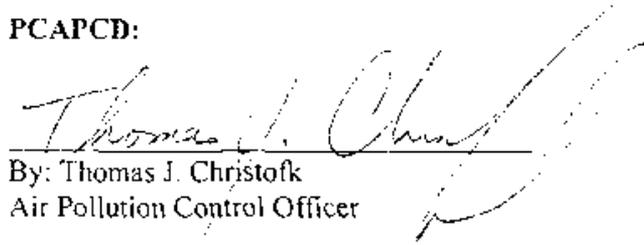
This AGREEMENT, and the right and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this AGREEMENT, venue shall only be in the appropriate state or federal court having venue over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

20. Exhibits

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

The parties so agree.

PCAPCD:


By: Thomas J. Christofk
Air Pollution Control Officer

5-13-09
Date

CONTRACTOR:

F.C. "Rocky" Rockholm
Chairman, Placer County Board of Supervisors

Date

EXHIBIT A - WORK STATEMENT

Contract Number: CN025319 - 2009

CONTRACTOR: Placer County Executive Office (CEO)

PROJECT Title: Implement a community biomass removal program.

The Placer County Executive Office (CEO) shall:

1. reduce open burning in Placer County by providing biomass boxes in communities that clear their land for fire prevention and transport the wood waste to a local biomass agency to be burned as a fuel source.
2. implement the program based on the outline provided in their 2009 Clean Air Grant application.
3. maintain records on the number of tons of wood waste collected, the location it was collected, and the number of tons burned as fuel.
4. provide copies of contractual agreements relative to this project to the District.
5. adhere to time constraints in paragraph 3 of the AGREEMENT for encumbrance and disbursement of funds. The District may require a pre- and post-inspection in order to verify that contractual requirements have been met.
6. notify the District in writing if installation and/or implementation of this project will deviate from the scope of work outlined in the CEO's 2009 Clean Air Grant Application. This notification will be submitted at least 14 days in advance of any request for payment and must be approved by the APCO prior to the disbursement of any funds.
7. provide the District a Final Report as described in Exhibit C. The Final Report shall be submitted after one year of project implementation. After one year, the CEO has 90 days to submit the Final Report.
8. post signage or find appropriate locations in which to advertise that partial funding for this program was made available by the District. Any Graphics used for this purpose must be approved by District Staff.

If for any reason after project funding, the equipment/project funded under this contract does not perform according to what was submitted in the 2009 CAG application or if the conditions of this contract are not met, the CEO shall return part to all awarded grant funds to the District in a timely manner.

EXHIBIT B- PAYMENT SCHEDULE

Contract Number CN025319 - 2009

CONTRACTOR: County of Placer, Executive Office

Budget:

Amount Awarded by PCAPCD:	\$ 45,000
Proposed Co-Funding (ie. in-kind funds, matching funds, or other grants):	<u>25,000</u>
Proposed Total PROJECT Amount:	\$ 70,000

PROJECT Title:

Implement a community biomass removal program.

PROJECT Time Line:

Proposed Start Date:	May 31, 2009
Proposed End Date:	May 31, 2011

Project Description:

Implement a biomass removal program in communities that clear their land for fire prevention and transport the wood waste to a local biomass facility to be used as a fuel source.

Payment:

The PCAPCD will provide up to Forty-five Thousand Dollars (\$45,000) in funding for the biomass removal program in accordance with the requirements listed in Exhibit A, Work Statement and Exhibit B- Payment Schedule. **Ten (10) percent of the contract amount will be withheld pending the presentation to PCAPCD of the final report as outlined in Exhibit C – Final Report Format.**

EXHIBIT C- FINAL REPORT FORMAT

Contract Number CN025319 - 2009

CONTRACTOR: Placer County Executive Office (CEO)

The final report shall include the following information:

1. Identify the project being reported including contract number.
2. Describe any problems encountered during project implementation. Identify any services not performed as outlined in the 2009 Clean Air Grant application.
3. List the total number of tons of wood waste collected and the total tons of wood waste burned as fuel.
4. List the locations or communities that were serviced under this grant.

Note: After the final report is submitted to the District, staff will conduct a performance evaluation on the project.

PAS DOCUMENT NO.

BUDGET REVISION

POST DATE:

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
10	BR	270,000.00	6

Cash Transfer Required

Auditor-Controller

Reserve Cancellation Required

County Executive

Establish Reserve Required

Board of Supervisors

ESTIMATED REVENUE ADJUSTMENT										APPROPRIATION ADJUSTMENT											
DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT	DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
10	006		100		991007		7292			45,000.00	10	014		100		991007		2555			45,000.00
10	006		100		991007		7292			40,000.00	10	014		100		991007		2555			40,000.00
10	006		100		991007		7292			50,000.00	10	014		100		991007		2555			50,000.00
TOTAL										135,000.00	TOTAL										135,000.00

REASON FOR REVISION: To appropriate funds from two Placer County Air Pollution Control District Grants in the amounts of \$45,000 and \$40,000

for Biomass projects. Appropriate revenues and expenditures from HR2389 funds for grant match totaling \$50,000

Prepared by Allison McCrossen Ext 4614

Department Head Kate O'Brien for Tom Miller

Date: 5/19/09

Board of Supervisors _____

Page: _____

Budget Revision # _____ FOR INDIVIDUAL DEPT USE

113

