



AGENDA:
PCAPCD Board of Directors Meeting
Thursday, June 11, 2015 at 2:30 PM
Placer County Board of Supervisors' Chambers
175 Fulweiler Avenue, Auburn, California

Call to Order

Flag Salute

Roll Call / Determination of a Quorum

Page 3 **Approval of Minutes:** April 9, 2015, Regular Meeting

Public Comment: Any person desiring to address the Board on any item not on the agenda may do so at this time. No action will be taken on any issue not currently on the agenda.

Public Hearing (No Action): Item 1

Page 7 **1. Proposed Preliminary Budget FY 2015-16 Public Hearing.** *Conduct a Public Hearing in accordance with the Health and Safety Code §40131(3)(A) that states: "The district shall notice and hold a public hearing for the exclusive purpose of reviewing its budget and of providing the public with the opportunity to comment upon the proposed district budget." District management also seeks guidance from the Board regarding any changes to this Proposed Preliminary Budget for FY 2015-16 for inclusion in the Final Proposed Budget, which will be presented to the District Board for adoption on August 13, 2015.*

Consent: Items 2 – 5

These items are expected to be routine and non-controversial. The Board will act upon these items at one time without discussion. Any Board member, Staff member, or interested citizen may request that an item be removed from the consent calendar for discussion.

Page 9 **2. Hearing Board Appointment.** *Reappoint current Hearing Board member and Chairperson, Mr. Donald Gronstal, as the public at large representative to the Placer County Air Pollution Control District Hearing Board. The current term of office for Mr. Gronstal will expire as of June 14, 2015. If the Board reappoints Mr. Gronstal, his term of office will be extended for another three year term, to June 14, 2017.*

Page 10 **3. Advance Budget Authorization for Contracted Support Services from Air Permitting Specialists, Moots Point, Aqua Terra Aeris Law Group, and Darlington Legal Services.** *Adopt Resolution #15-04, thereby authorizing the expenditure of up to One-Hundred Sixty Thousand Dollars (\$160,000) for contracted technical and legal support services. This authorization request is in advance of the adoption of the Final FY 2015-2016 District Budget that is scheduled to be heard on August 13, 2015, in order to enable the services to continue uninterrupted after the end of the current fiscal year on June 30, 2015.*

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Page 15 4. **Approval for a Technical Services Contract with USDA, Forest Service Rocky Mountain Research Station for Technical Services to Quantify Emission Factors of Black Carbon, Major Carbon Species, and PM2.5 from the Burning of Open Piled Forest Biomass Residue.** *Adopt Resolution #15-06, thereby authorizing the Air Pollution Control Officer (APCO) to negotiate, sign, and amend as necessary, a technical services contract with USDA, Forest Service Rocky Mountain Research Station, to quantify emission factors of black carbon, major carbon species, and PM2.5 from the burning of open piled forest biomass residue. The total proposed contract amount is \$33,474.20.*

Page 28 5. **Approval for a Consultant Services Contract with Ralph Andersen and Associates for Recruitment Services.** *Adopt Resolution #15-05, thereby approving, in advance of the final District budget for FY 2015-16, the allocation of \$25,000 for FY 2015-16, as shown in the preliminary FY 2015-16 annual budget to be presented to the District Board on June 11, 2015; and thereby authorizing the Air Pollution Control Officer (APCO) to negotiate, sign, and amend as necessary, a consulting contract with Ralph Andersen and Associates.*

Public Hearing/Action: Item 6

Page 47 6. **Approval of the Placer County Ozone Emergency Episode Plan.** *Conduct a Public Hearing regarding the proposed Ozone Emergency Episode Plan and Adopt Resolution #15-07, thereby approving the Ozone Emergency Episode Plan for Placer County.*

Air Pollution Control Officer Report

a. Fiscal update – financial report will be provided at meeting.

Adjournment

Next Regularly Scheduled Board Meeting: August 13, 2015, at 2:30 PM

Opportunity is provided for the members of the public to address the Board on items of interest to the public, which are within the jurisdiction of the Board. A member of the public wanting to comment upon an agenda item that is not a Public Hearing item should identify the item they wish to speak about to the Clerk of the Board.

Placer County Air Pollution Control District is committed to ensuring that persons with disabilities are provided the resources to participate fully in its public meetings. If you require disability-related modifications or accommodations, please contact the Clerk of the Board. All requests must be in writing and must be received by the Clerk five business days prior to the scheduled meeting for which you are requesting accommodation. Requests received after such time will be accommodated only if time permits.

All materials related to this meeting which are provided to Board members, including those which are distributed less than 72 hours before the meeting, are made available to the public at the subject meeting and/or upon request; and are available for public inspection during business hours at the Air Pollution Control District office at 110 Maple Street, Auburn, CA 95603.



Minutes of the Thursday, April 9, 2015 Meeting of the Board of Directors

The Board of Directors of the Placer County Air Pollution Control District met for a regular meeting at 2:30 PM, Thursday, April 9, 2015, at the Placer County Board of Supervisors' Chambers, 175 Fulweiler Avenue, Auburn, California.

Representing the District were: Tom Christofk, Air Pollution Control Officer; A.J. Nunez, Administrative Services Officer; Heather Kuklo, Air Quality Specialist II; Russell Moore, I.T. Technician; and Shannon Harroun, Clerk of the Board.

The meeting was called to order by Chairperson Robert Weygandt. Roll call was taken by the Clerk of the Board, with the following members in attendance: Daniel Berlant, Jennifer Montgomery, Tony Hesch, Alternate Paul Joiner, Robert Weygandt, Robert Black, Alternate Greg Janda, and Carol Garcia. A quorum was established.

Approval of Minutes: February 19, 2015, Regular Meeting.

Motion to approve minutes: Carol Garcia. Unanimously approved, with abstentions by Paul Joiner and Greg Janda, as they were not present at the last meeting.

Public Comment: There were no comments from the public.

Consent: Items 1 and 2

- 1. Accept Funds Used for Wildfire Mitigation Protocol.** *Adopt Budget Revision #15-03, thereby authorizing the Air Pollution Control Officer to accept funds received in the Wildfire Mitigation Fund (WFM) for professional services to Quantify Ecosystem Service Benefits of Reduced Occurrence of Catastrophic Wildfires.*
- 2. Approval of a Contract with Spatial Informatics Group.** *Adopt Resolution #15-03, thereby approving a contract with Spatial Informatics Group for professional services to Quantify Ecosystem Service Benefits of Reduced Occurrence of Catastrophic Wildfires, in the not to exceed amount of \$320,000; and authorization for the Air Pollution Control Officer (APCO) to negotiate, sign, and amend as necessary, a contract with Spatial Informatics Group.*

Motion to approve Consent Items 1 and 2: Jennifer Montgomery. Unanimously approved.

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Action: Item 3

- 3. Approval of the 2015 Clean Air Grant Recommended Projects.** *Adopt Resolution #15-02, thereby authorizing the expenditure of DMV Motor Vehicle Registration Funds and Air Quality Mitigation Funds for Clean Air Grant (CAG) projects, as shown in Resolution Exhibit I, and authorizing the Air Pollution Control Officer to negotiate, sign, and amend as needed, grant agreements and contracts.*

Ms. Heather Kuklo spoke on behalf of the District regarding the 2015 Clean Air Grant (CAG) program, including the program's goals, funding sources, categories, outreach, evaluation process, and program benefits.

Ms. Kuklo explained that the goals of the CAG program are to offset the emissions from motorized vehicles and other sources, based on cost effectivity and community benefit; to support air attainment plans; to effectively promote education and public awareness of air quality and ways to reduce air pollution; and to reduce open burning and catastrophic wildfire through lower emission alternatives.

Ms. Kuklo reported that the funding sources for this year's CAG program as locally derived DMV fee funds, which can be used for heavy duty diesel on and off-road project upgrades, Agriculture Assistance Programs, school bus upgrade projects, and voluntary accelerated vehicle retirement programs; and Land Use Mitigation funds, which are collected via the District's Policy Regarding Land Use Air Quality Mitigation Funds, and are used to support projects that help to offset criteria pollutant emissions from land development projects within the same region. The District has funds for Eastern and Western mitigation.

Ms. Kuklo identified the Clean Air Grant categories that the District solicited applications for this year as Heavy Duty On & Off Road, Alternative Fuels Infrastructure, Alternative Transit Services, Public Education/Outreach, Agriculture Diesel Pump Repower, Innovative Forest Management Practices which Reduce Open Burning, and Other Emission Reducing/Energy Efficiency Projects.

Ms. Kuklo stated that the solicitation period for grant application submittals was from January 1, 2015 through February 27, 2015. During this time, the District placed advertisements and public notices in regional newspapers and on our website, issued a press release, sent notifications to agencies and businesses in the county, and hosted two workshops.

Ms. Kuklo outlined the application evaluation process, which included, 1) screening the project application's eligibility for funding, which includes 75% of project activity within Placer County, and funding projects which are not already required by regulation; 2) analysis of the project's cost effectivity formula; 3) scoring and ranking the projects, and completing a technical review; and 4) performing a visual inspection of the applicant's equipment, if applicable.

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Ms. Kuklo demonstrated that this CAG program provides excellent emissions benefits. The annual emission reductions for this year's recommended Clean Air Grants are 7.41 tons of PM, 6.43 tons of NOX, and 2.06 tons of ROG. The total combined emission reductions of all 2015 recommended projects over their project lives is about 45.2 tons. The overall average cost effectivity for all of the 2015 recommended projects is about \$19,000 per ton of emissions reduced.

Ms. Kuklo stated that the total CAG funding available this fiscal year is 1.1 million dollars, with total funding for all recommended projects at \$868,784. All eligible and competitive projects are being recommended for funding. A contributing factor to the District's remaining funds balance this year is that the California Air Resources Board has been putting into place additional emissions regulations with deadlines, reducing the amount of emission reductions that are surplus to regulatory requirements, and thereby reducing projects' eligibility and cost effectivity under the incentive grant programs. The District and other air pollution control agencies have been working on strategies to improve opportunities for grant projects in the future.

Ms. Kuklo concluded by stating that upon approval of recommended CAG awards, the District would issue contracts and have them executed by mid-May. She then directed the Board to the list of recommended 2015 CAG projects.

Director Montgomery asked about the Truckee - North Tahoe Transportation Management Association's marine transit subsidy project grant application, and why didn't it meet the CAG criteria. Ms. Kuklo explained that the project was not determined to be cost effective with regard to emissions reductions.

Director Janda asked if there are any programs to encourage individuals to remove high polluting light duty gasoline vehicles from the road. Ms. Kuklo answered that it is an allowable program for DMV funding, but that the District does not currently have this program, which would be entirely separate from the Clean Air Grant program. APCO, Tom Christofk added that the District has considered expanding into this area as an option for the future, but has not chosen to do so yet because it is an area that the District doesn't currently have expertise in, and it would have minimal air quality benefits for Placer County.

Chair Weygandt invited members of the public to address the Board on this item. Members of the public in attendance who expressed appreciation for the Clean Air Grant program and District Staff, included Jim Scribner, Eastern Regional Landfill; Mark Shadowens, Northstar Fire Department; Dan Quarton, Sierra Pacific Industries; and David Melko, Placer County Transportation Planning Agency.

Motion to approve Action Item 3: Carol Garcia. Unanimously approved.

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Closed Session/Action: Item 4

- 4. Air Pollution Control Officer's Annual Performance Evaluation.** *Pursuant to Government Code §54957(b)(1), the Placer County Air Pollution Control District Board of Directors will hold a closed session to discuss the annual performance evaluation of the Air Pollution Control Officer. A report on any action taken will be presented prior to adjournment.*

Chair Weygandt adjourned the meeting to closed session at 3:06 p.m. for the annual performance evaluation of Tom Christofk, for the position of Air Pollution Control Officer. Chair Weygandt re-adjourned the regular meeting at 3:29 p.m. and reported that the evaluation had been completed and mentioned that the Board discussed a future recruitment of an Air Pollution Control Officer, in light of Mr. Christofk's planned retirement.

Air Pollution Control Officer Report

- A. Art Walk Update -- Mr. Christofk reported that the District would be involved in the art walk taking place the same evening. The artist is Pat Lucas, a water color painter that specializes in foothill landscapes and historic buildings.
- B. Fiscal Update -- Ms. AJ Nunez provided a fiscal update through the end of month 9, stating that the District is at 36.85% under budget on expenditures and 18.61% above budget in revenues. The District has received 90% of its projected revenue, and spent 50% of its projected expenditures. Mr. Christofk noted that the Clean Air Grant expenditures approved at this meeting are not yet reflected in these figures.

Adjournment

Chair Robert Weygandt adjourned the meeting at 3:28 p.m.


Shannon Harroun, Clerk of the Board



Board Agenda Item 1

Public Hearing

Agenda Date: June 11, 2015

Prepared By: A. J. Nunez, Administrative Services Officer

Topic: Proposed Preliminary Budget FY 2015-16

Action Requested: Conduct a Public Hearing in accordance with the Health and Safety Code § 40131(3)(A) that states: “The district shall notice and hold a public hearing for the exclusive purpose of reviewing its budget and of providing the public with the opportunity to comment upon the proposed district budget.” District management also seeks guidance from the Board regarding any changes to this Proposed Preliminary Budget for FY 2015-16 for inclusion in the Final Proposed Budget, which will be presented to the District Board for adoption on August 13, 2015.

Discussion: The District Proposed Preliminary Budget for FY 2015-16 is similar to previous District budgets in that District management continues to conservatively estimate revenues and project expenditures that are adequate to cover costs and provide contingency funds for unforeseen events. The current FY 2014-15 projected revenue amount of \$3,927,193 is \$368,321 (9%) above the approved budget amount of \$3,558,372, while the FY 2014-15 projected expense of \$3,852,190 is \$345,848 (8%) below the approved budget amount of \$4,198,035. This helps to build a fund balance for District use in the upcoming fiscal year.

The District offers the following analysis of the differences between the Proposed Preliminary Budget for FY 2015-16 and the Approved Budget for FY 2014-15.

Proposed Revenue: The proposed total revenue projected for FY 2015-16 is \$3,583,633 plus the projected fund carryover of \$1,039,967, providing a Total Funds Available amount of **\$4,623,601**. This is a \$100,264 net increase compared to the FY 2014-15 Approved Budget total revenue of \$3,558,372 plus the fund carryover of \$964,647, for a Total Funds Available amount of **\$4,523,337**. Reductions of revenue in Statewide PERP Fees and Interest which reflect current market conditions are offset by the increase in Miscellaneous/Project Funding Revenue.

Proposed Expenditures: The total proposed expenditure for FY 2015-16 of **\$4,140,840** is \$57,195 lower than the FY 2014-15 Approved Budget expense projection of **\$4,198,035**. In FY 2015-16, Salaries and Benefits are proposed to be \$197,889 higher due to a negotiated 2% COLA increase that will go into effect December of 2015, as well as increases to employee benefits, employee insurance and retirement benefit compensation costs. Supplies and Services are proposed to be decreased by \$105,184, and Clean Air Grants (CAG) and Technology Assessment Program (TAP) are proposed to be \$134,900 lower than the FY 2014-15 Approved Budget. The District may seek a budget revision in the third quarter of FY 2015-16 (Feb. 2016) to increase CAG funding if additional funds from approved Mitigation Plans become available. For FY 2015-16, there is a proposed Building Purchase Payback of

Proposed Preliminary Budget FY 2015-16

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\$25,000. Should additional funds become available, District staff may recommend an increased building payback amount in the final proposed budget.

In this enclosed Proposed Preliminary Budget for FY 2015-16, on page 21, Staff has linked program and project resource expenditures to specific goals and objectives (pages 5-15) and the District's Mission Statement (pages 3-4).

Fiscal Impact: The District Proposed Preliminary Budget for FY 2015-16 balances total revenues and total expenditures:

Revenue of \$3,583,633 for FY 2015-16, combined with the total projected Fund Carry-Over of \$1,039,967 from FY 2014-15, provide a Total Funds Available amount of \$4,623,601.

The total proposed Expenditures of \$4,140,840 for FY 2015-16, plus the projected Total Ending Fund Balance of \$482,761 for FY 2015-16, equal the Total Fund Usage of \$4,623,601.

The Proposed Preliminary Budget for FY 2015-16 covers the operational costs, maintains services and program delivery, and provides for selected critical resource needs. It also maintains an Operations Fund Balance of \$324,471, which is 8% of the total Proposed Operations Budget for FY 2015-16.

Recommendation: It is recommended that the District Board provide direction to Staff regarding any changes to this Proposed Preliminary Budget for FY 2015-16, for inclusion into the Final Proposed Budget. The Final Proposed Budget will be presented to your Board for its approval and adoption at the regular Board Meeting scheduled for August 13, 2015, at 2:30 PM in the Board of Supervisors Chambers located at 175 Fulweiler Avenue, Auburn, California.

Enclosure: Proposed Preliminary Budget FY 2015-16.



Board Agenda Item 2

Consent

Agenda Date: June 11, 2015

Prepared By: Shannon Harroun, Clerk of the Board

Topic: Reappointment of Public at Large Representative to the Placer County Air Pollution Control District Hearing Board

Action Requested: Reappoint current Hearing Board member and Chairperson, Mr. Donald Gronstal, as the public at large representative to the Placer County Air Pollution Control District Hearing Board. The current term of office for Mr. Gronstal will expire as of June 14, 2015. If the Board reappoints Mr. Gronstal, his term of office will be extended for another three year term, to June 14, 2017.

Discussion: Mr. Gronstal has indicated that he will serve at least another term. The reappointment of Mr. Gronstal is necessary to provide a continued ability (as required by State statute) for the District Hearing Board to hear variance petitions from the Staff, the public and permitted industry. Mr. Gronstal has provided consistent and diligent service to our District on our Hearing Board.

Fiscal Impact: None.

Recommendation: Staff recommends the appointment of Mr. Donald Gronstal as the representative of the public at large to the Placer County Air Pollution Control District Hearing Board for the term of office indicated.



Board Agenda Item 3

Consent

Agenda Date: June 11, 2015

Prepared By: A.J. Nunez, Administrative Services Officer

Topic: Advance Budget Authorization for Contracted Support Services from Air Permitting Specialists, Moots Point, Aqua Terra Aeris Law Group, and Darlington Legal Services

Action Requested: Adopt Resolution #15-04 (Attachment 1), thereby authorizing the expenditure of up to One-Hundred Sixty-Five Thousand Dollars (\$165,000) for contracted technical and legal support services. This authorization request is in advance of the adoption of the Final FY 2015-2016 District Budget that is scheduled to be heard on August 13, 2015, in order to enable the services to continue uninterrupted after the end of the current fiscal year on June 30, 2015.

Background: The early authorization is requested for District services contracts with Ray Kapahi, dba Air Permitting Specialists (APS), in the amount of \$30,000; with Moots Point, in the amount of \$25,000; with Aqua Terra Aeris Law Group (ATA), in the amount of \$10,000; and with Darlington Legal Services in the amount of \$100,000, as shown in the Preliminary FY 2015-2016 Budget presented to your Board on June 11, 2015.

Discussion: The projected ending DMV and non-DMV balances for the APS, Moots Point, ATA and Darlington Legal Services contracts are shown below, along with the additional funding proposed in the Preliminary FY 2015-2016 Budget.

	Addition Requested to FY 2015-16 Budget	Projected FY 2014-15 Ending Balance
APS (Non-DMV)	\$25,000	\$ 1,083
APS (DMV)	\$5,000	\$35,000
Moots Point (Non-DMV)	\$25,000	\$ 6,825
Aqua Terra Aeris (Non-DMV)	\$10,000	\$ 8,038
Darlington Legal Svc. (non-DMV)	\$50,000	\$ 5,309
Darlington Legal Svc (DMV)	\$50,000	\$ 5,000

DMV funds are from the Motor Vehicle Registration Air Quality Surcharge of \$4 per registered vehicle in Placer County (AB2766 portion). These funds have restricted uses related to air quality planning, monitoring, and related studies, as well as obtaining reductions in emissions through grants. Non-DMV funds are operational funds from unrestricted revenue sources.

The District has an existing contract with Air Permitting Specialists to provide permit evaluation, rule preparation and development, administrative and air monitoring support, and technical review services. The District has contracted for these technical services with APS since 2002. Currently APS provides consulting staff that augment and support the District's

Advance Budget Authorization for Contracted Support Services

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Permitting and Engineering Section by performing necessary projects, providing air toxics support, land use planning support, and professional services in support of the District's biomass initiatives. It is critical that the availability of support for this ongoing work does not lapse due to the lack of approval of funding budgeted for the new fiscal year, beginning July 1, 2015.

The District continues the multi-year effort of the District IT Strategic Plan. The District has contracted with Clark Moots, dba Moots Point, to provide IT program management, implementation services, and information technology technical support services since 2012. The District is continuing work to expand its delivery of electronic information and services to District clients and the public, and to expand its implementation of wireless device integration that supports the work of District employees while they are in the field, by providing mobile device capabilities that aid the conduction of inspections. The District engagement with Moots Point and maintaining ongoing work makes necessary the continued services of Moots Point on July 1, 2015, without a lapse due to funding in the budget not yet being approved.

The District has existing contracts with ATA for enforcement support and with Darlington Legal Services for advocacy and legal support services. The District has a continuing need to maintain legal counsel for District business, including enforcement support and regulatory advocacy. It is critical that the availability of legal support that may be required does not lapse due to the lack of approval of funding budgeted for the new fiscal year beginning July 1, 2015.

The District is requesting early approval for the expenditure of the additional funds under the existing contracts, which the Air Pollution Control Officer has the discretion to amend to match the additional funding, in advance of the adoption of the Final FY 2015-2016 Budget, to provide for continuation of services.

Fiscal Impact: The funds requested for advance spending authorization are included in the Preliminary FY 2015-2016 Budget that will be discussed in a public hearing, prior to this consent item, on June 11, 2015. Sufficient funds are allocated in the Preliminary FY 2015-2016 Budget to cover the possible expenditures.

Recommendation: Staff recommends adoption of Resolution #15-04 (Attachment 1), thereby:

1. Authorizing the expenditure of funds for contracted technical support services from Ray Kapahi, dba Air Permitting Specialists, and increasing the authorized amount by Thirty Thousand Dollars (\$30,000), effective July 1, 2015; and
2. Authorizing the expenditure of funds for contracted technical support services from Moots Point, and increasing the authorized amount by Twenty-Five Thousand Dollars (\$25,000), effective July 1, 2015; and
3. Authorizing the expenditure of funds for contracted legal support and enforcement services from Aqua Terra Aeris Law Group, and increasing the authorized amount by Ten Thousand Dollars (\$10,000), effective July 1, 2015.
4. Authorizing the expenditure of funds for contracted legal support services from Darlington Legal Services, and increasing the authorized amount by One Hundred Thousand Dollars (\$100,000), effective July 1, 2015.

Attachment: #1: Resolution #15-04

ATTACHMENT #1

Subject:

Resolution #15-04



Board Resolution:
Resolution # 15-04

Before the Placer County Air Pollution Control District Board of Directors

In the Matter Of: Authorization of the expenditure of funds in advance of final FY 2015-2016 budget approval for contracted support services from Air Permitting Specialists, increasing the authorized amount by \$30,000; Moots Point, increasing the authorized amount by \$25,000; Aqua Terra Aeris Law Group, increasing the authorized amount by \$10,000; and Darlington Legal Services, increasing the authorized amount by \$100,000, effective July 1, 2015.

The following **RESOLUTION** was duly passed by the Placer County Air Pollution Control District Board of Directors at a regular meeting held on **June 11, 2015**, by the following vote:

Ayes: Berlant _____ Hesch _____ Nader _____ Weygandt _____ Black _____
Holmes, J. _____ Ruslin _____ Montgomery _____ Garcia _____
Alternates: _____

Noes: Berlant _____ Hesch _____ Nader _____ Weygandt _____ Black _____
Holmes, J. _____ Ruslin _____ Montgomery _____ Garcia _____
Alternates: _____

Abstain: Berlant _____ Hesch _____ Nader _____ Weygandt _____ Black _____
Holmes, J. _____ Ruslin _____ Montgomery _____ Garcia _____
Alternates: _____

Signed and approved by me after its passage:

_____ Chairperson

_____ Attest: Clerk of said Board

WHEREAS, on June 11, 2015, the District held a Public Hearing for the exclusive purpose of reviewing its budget and providing the public with an opportunity to comment upon the proposed District budget, as required by Health and Safety Code Section 40131 (a)(3); and

WHEREAS, The District will make available to the public at least 30 days prior to the August 13, 2015 public hearing, a summary of the proposed budget, as required by Health and Safety Code Section 40131(a)(1); and

WHEREAS, The District will provide public notice to persons subject to District fees in the preceding year, at least 30 days in advance of the scheduled public hearing on August 13, 2015, as required by Health and Safety Code Section 40131(a)(2); and

WHEREAS, the District has a need for a continuation of consultant services after the end of the current fiscal year on June 30, 2015, and before the Final FY 2015-2016 Budget will be considered for approval on August 13, 2015; and

WHEREAS, the Board's approval of expenditures of One Hundred Sixty Five Thousand Dollars (\$165,000) for consultant services that are contained in the proposed Preliminary Budget for FY 2015-2016, in advance of the Final Budget hearing, would enable the continuation of services.

NOW THEREFORE BE IT RESOLVED that the Placer County Air Pollution Control District's Board of Directors hereby authorizes the expenditure of funds in advance of Final FY 2015-2016 Budget approval for contracted services from Air Permitting Specialists, increasing the authorized amount by \$30,000; Moots Point, increasing the authorized amount by \$25,000; Aqua Terra Aeris Law Group, increasing the authorized amount by \$10,000; and Darlington Legal Services, increasing the authorized amount by \$100,000, effective July 1, 2015.



Board Agenda Item 4

Consent

Agenda Date: June 11, 2015

Prepared By: A.J. Nunez, Administrative Services Officer

Topic: Approval for a Technical Services Contract with USDA, Forest Service Rocky Mountain Research Station for Technical Services to Quantify Emission Factors of Black Carbon, Major Carbon Species, and PM2.5 from the Burning of Open Piled Forest Biomass Residue

Action Requested: Adopt Resolution #15-06 (Attachment #1) thereby authorizing the Air Pollution Control Officer (APCO) to negotiate, sign, and amend as necessary, a technical services contract with USDA, Forest Service Rocky Mountain Research Station, to quantify emission factors of black carbon, major carbon species, and PM2.5 from the burning of open piled forest biomass residue. The total proposed contract amount is \$33,474.20.

Discussion: The District has initiated an effort to develop a greenhouse gas offset credit protocol to support projects which reduce black carbon emissions from avoiding open pile burning. Open pile burning of woody biomass is a common disposal practice throughout Placer County. Removal of biomass materials from open pile burning to an energy facility will substantially reduce particulate matter emissions, including black carbon which is identified as a climate pollutant with very high global warming potential (GWP). This proposed greenhouse gas offset credit protocol will focus on the direct reduction of black carbon emissions by comparing open pile burnings with operation of a biomass energy facility. In order to represent the potential black carbon reduction specifically occurring in California, a sampling and measurement project is proposed to quantify the black carbon and other carbon emission factors from the burning of open piled forest biomass and agricultural related residue. A team from the Forest Service Rocky Mountain Research Station Missoula Fire Sciences Laboratory (USFS RMRS FSL) will conduct this sampling and measurement project.

The USFS RMRS FSL is under the Fire, Fuel, and Smoke Science Program of the Rocky Mountain Research Station which focuses on the wildland fire research. The scope of the research program includes physical fire processes, fuel dynamics, smoke emissions and dispersion, fire ecology, fire and fuel management strategies, and science synthesis and delivery. The laboratory staff has extraordinary experience in conducting laboratory and field studies to characterize the chemical composition of wildland fire smoke and quantify emission factors. The FSL team assisted the District in conducting a field experiment to quantify emissions of major carbon species, black carbon, and PM2.5 produced from open burning of a large forest residue pile located at the UC Berkeley Blodgett Forest Research Station in 2014. District Staff prepared a scientific research paper regarding the results of the Blodgett project which is under peer review and will soon be published in the California Agricultural Journal.

The proposed sampling and measurement project will conduct several emission samplings from the burning of open piled forest biomass and agricultural related residue within Placer County. The project will include three field trips beginning in the Fall of 2015, and each trip is planned with 3 to 5 pile burns and sampling when weather conditions allow. The purpose of this project is to gather more emission measurements from field samplings to conservatively determine emissions factors of black carbon from open pile burning under varying pile material and burning conditions in California. The results from this proposed study will be used in the development of measuring black carbon emissions to quantify the potential greenhouse offset credits resulting from avoiding open pile burning.

The proposed contract for services is provided in Attachment #2.

Fiscal Impact: The proposed total cost of this technical services contract is \$33,474.20. It is under the available funding of \$35,000, which includes \$25,000 in the District's FY 14-15 budget and a \$10,000 contribution from the Sacramento Metropolitan Air Quality Management District (SMAQMD) for the proposed black carbon protocol development.

Recommendation: Staff recommends that the District Board adopt Resolution #15-06 thereby authorizing the APCO to negotiate, sign, and amend as necessary, a technical services contract with USDA, Forest Service Rocky Mountain Research Station for Technical Services to quantify emission factors of black carbon, major carbon species, and PM 2.5 from the burning of open piled forest biomass residue.

Attachments:

- #1. Resolution #15-06
- #2: Draft contract with USDA, Forest Service Rocky Mountain Research

ATTACHMENT #1

SUBJECT:

Resolution #15-06



Board Resolution:
Resolution # 15-06

Before the Placer County Air Pollution Control District Board of Directors

In the Matter Of: Authorization of the Air Pollution Control Officer (APCO) to negotiate, sign, and amend as necessary, a technical services contract with USDA, Forest Service Rocky Mountain Research Station, to quantify emission factors of black carbon, major carbon species, and PM2.5 from the burning of open piled forest biomass residue.

The following **RESOLUTION** was duly passed by the Placer County Air Pollution Control District Board of Directors at a regular meeting held on **June 11, 2015**, by the following vote:

Ayes: Berlant _____ Hesch _____ Nader _____ Weygandt _____ Black _____
Holmes, J. _____ Ruslin _____ Montgomery _____ Garcia _____
Alternates: _____

Noes: Berlant _____ Hesch _____ Nader _____ Weygandt _____ Black _____
Holmes, J. _____ Ruslin _____ Montgomery _____ Garcia _____
Alternates: _____

Abstain: Berlant _____ Hesch _____ Nader _____ Weygandt _____ Black _____
Holmes, J. _____ Ruslin _____ Montgomery _____ Garcia _____
Alternates: _____

Signed and approved by me after its passage:

_____ Chairperson

_____ Attest: Clerk of said Board

WHEREAS, pursuant to Health and Safety Code Section 40701, the Placer County Air Pollution Control District has the authority to enter into agreements as necessary and proper to fulfill its regulatory obligations; and

WHEREAS, Health and Safety Code 40701 provides that the District has the power to cooperate and contract with any federal, state, or local governmental agencies, private industries or civic groups necessary or proper to the accomplishment of its duties; and

WHEREAS, the District has initiated an effort to develop a greenhouse gas offset credit protocol to support projects which reduce black carbon emissions from avoiding open pile burning; and

WHEREAS, the laboratory staff of Forest Service Rocky Mountain Research Station Missoula Fire Sciences Laboratory (USFS RMRS FSL) has extraordinary experience in conducting laboratory and field studies to characterize the chemical composition of wildland fire smoke and quantify emission factors; and

WHEREAS, the proposed total cost of this technical services contract is under the available funding of \$35,000, which includes \$25,000 in the District's FY 14-15 budget and a \$10,000 contribution from the Sacramento Metropolitan Air Quality Management District (SMAQMD) for the proposed black carbon protocol development.

NOW THEREFORE BE IT RESOLVED, that the Placer County Air Pollution Control District Board of Directors hereby authorizes the APCO to negotiate, sign, and amend as necessary, a technical services contract with USDA, Forest Service Rocky Mountain Research Station for technical services to quantify emission factors of black carbon, major carbon species, and PM 2.5 from the burning of open piled forest biomass residue.

ATTACHMENT #2

SUBJECT:

USDA, Forest Service Rocky Mountain Research Draft Contract



FS Agreement No. - - -
Cooperator Agreement No. DRAFT

COLLECTION AGREEMENT
Between The
PLACER COUNTY AIR POLLUTION CONTROL DISTRICT
And The
USDA, FOREST SERVICE
ROCKY MOUNTAIN RESEARCH STATION

This COLLECTION AGREEMENT is hereby entered into by and between the Placer County Air Pollution Control District (PCAPCD), hereinafter referred to as “Cooperator”, and the USDA, Forest Service, Rocky Mountain Research Station, hereinafter referred to as the “U.S. Forest Service,” under the provisions of the Forest and Rangeland Renewable Resources Research Act of 1978 (Pub.L. 95-307).

Background: The Placer County Air Pollution Control District is working on a protocol development which will be based on its existing biomass waste for energy protocol to determine the potential black carbon emission reduction resulting from avoiding open burning activities. Removal of biomass materials from open pile burning to an energy facility will substantially reduce particulate matter emissions, including Black Carbon with high global warming potential (GWP). In order to determine the potential emission reduction, the PCAPCD is funding a sampling and measurement study to quantify air black carbon and other carbon emission factors from the burning of open piled forest biomass residue. A team from the Forest Service Rocky Mountain Research Station Missoula Fire Sciences Lab (USFS RMRS FSL) will conduct the field measurements.

Title: Emissions Sampling and Determination of Emission Factors from the Burning of Open Piled Forest Biomass Residue

- I. PURPOSE:** The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from the Cooperator to the U.S. Forest Service to conduct a study for air pollution measurements on open pile burning of biomass wastes. The study will include three field trips beginning in the Fall of 2015 if conditions allow. The objective is to quantify emission factors of black carbon, major carbon species, and PM2.5. Three separate trips are planned with 3 to 5 pile burns conducted and sampled for each.

II. THE COOPERATOR SHALL:

- A. LEGAL AUTHORITY. Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper



planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

- B. Perform in accordance with the Financial Plan.
- C. Upon presentation of a Bill for Collection, reimburse the U.S. Forest Service the amount agreed to in the Financial Plan.

III. THE U.S. FOREST SERVICE SHALL:

- A. REIMBURSABLE BILLING. The U.S. Forest Service shall bill the Cooperator monthly for funds sufficient to cover the costs for the specific payment period. All reimbursement billings must be completed within the same fiscal year as U.S. Forest Service expenditures. Overhead is assessed at the rate of 15% percent.

Billings must be sent to:

Placer County Air Pollution Control District
110 Maple Street.
Auburn, CA 95603

The U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each fiscal year. Therefore, an out-of-cycle bill may be received by the Cooperator .

If payment is not received to the satisfaction of the U.S. Forest Service by the date specified on the Bill for Collection (Form FS-6500-89), the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States. Conditions specified in an associated payment bond guaranteeing payment must also be met.

- B. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide the Cooperator with a written report that meets the Cooperator 's specific documentation requirements.
- C. Perform in accordance with the attached Financial Plan.
- D. A sampling tower system will be deployed to collect smoke as it is emitted above the burning piles and send it through tubing to sampling instruments and devices.
- E. Black carbon concentration of emissions from the piles will be measured with an aethelometer.
- F. PM_{2.5} will be measured by collection on 37 mm Teflon filters with a filter box sampling system built at the Fire Lab. OC/EC ratio will be determined from 37 mm quartz filters.



- G. Emissions samples from a burning pile will be collected and stored in 850 ml stainless steel SUMMA canisters. Background air samples will be taken during the experiment and analyzed. The concentrations of methane (CH₄), carbon dioxide (CO₂), carbon monoxide (CO), and non-methane hydrocarbons (NMHC) will be determined by gas chromatography.
- H. NO/NO_x concentration of the emissions will be measured with a Thermo Model 42i Analyzer.
- I. Representative fuel samples will be collected prior to ignition for determining the moisture content and carbon and nitrogen (CN) content. The carbon and nitrogen content of fuel samples will be measured with a LECO CN analyzer.
- J. Emission factors will be calculated via the carbon mass balance method (Hao et. al) using the concentrations of BC, PM, CO₂, CO, CH₄, NMHC and NO/NO_x gases, and the carbon/nitrogen content of the fuels.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Yushuo Chang Address: 110 Maple Street City, State, Zip: Auburn, CA 95603 Telephone: 530-745-2325 FAX: 530-745-2373 Email: ychang@placer.ca.gov	Name: A.J. Nunez Address: 110 Maple Street City, State, Zip: Auburn, CA 95603 Telephone: 530-745-2381 FAX: 530-745-2373 Email: ajnunez@placer.ca.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Stephen Baker Address: 5775 US Hwy. 10 W. City, State, Zip: Missoula, MT 59808 Telephone: 406-329-4860 FAX: 406-329-4877 Email: sbaker03@fs.fed.us	Name: Cindy Gordon Address: 240 West Prospect Road City, State, Zip: Fort Collins, CO 80526 Telephone: 970-498-1172 FAX: 970-498-1212 Email: cdgordon@fs.fed.us



- B. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Cooperator is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Rocky Mountain Research Station, Fire, Fuel, and Smoke Science Program of the U.S. Forest Service, Department of Agriculture, will conduct emissions measurements from pile burns of forest residue. The program will be conducted in the Fall and Winter of 2015 and 2016. The objective is to quantify black carbon emission factor and other carbon emissions species, PM2.5, and NOx."

Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Cooperator is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

- C. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of the Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities.
- F. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or the Cooperator will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the Cooperator, at the Cooperator's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- G. COLLABORATION. The U.S. Forest Service and the Cooperator may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and



other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize the Cooperator's participation in the project.

- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- I. BUILDING AND COMPUTER ACCESS BY NON-FOREST SERVICE PERSONNEL. Cooperator may be granted access to Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all Forest Service requirements for mandatory security awareness and role-based advance security training, and sign all applicable Forest Service statements of responsibilities.
- J. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- K. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements. No part of this agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- L. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with the Cooperator's contributions shall become the property of the U.S. Forest Service.
- M. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.
- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperator shall include the following statement, in full,



in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- O. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- P. DEBARMENT AND SUSPENSION. Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Q. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- R. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and has an expiration date of June 30, 2017. The expiration date is the final date for completion of all work activities under this agreement.



S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

TOM CHRISTOFK, Air Pollution Control Officer
Placer County Air Pollution Control District

Date

,
U.S. Forest Service,
Rocky Mountain Research Station

Date

The authority and format of this agreement have been reviewed and approved for signature.

U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Board Agenda Item 5

Consent

Agenda Date: June 11, 2015

Prepared By: A.J. Nunez, Administrative Services Officer

Topic: Approval for a Consultant Services Contract with Ralph Andersen and Associates for Recruitment Services

Action Requested: Adopt Resolution #15-05 (Attachment #1), thereby approving, in advance of the final District budget for FY 2015-16, the allocation of \$25,000 for FY 2015-16, as shown in the preliminary FY 2015-16 annual budget to be presented to the District Board on June 11, 2015; and thereby authorizing the Air Pollution Control Officer (APCO) to negotiate, sign, and amend as necessary, a consulting contract with Ralph Andersen and Associates.

Discussion: District management has determined that the next step in filling the upcoming vacancy in the Air Pollution Control Officer/District Director position is to obtain recruitment services to develop and conduct a recruitment to select qualified candidates for your Board's consideration.

Ralph Andersen and Associates have been selected because of their familiarity and experience with the Placer County recruitment process. They have conducted successful recruitments for the Health and Human Services Director, the Public Health Officer and the Placer County CEO. Because Ralph Andersen and Associates have demonstrated the professional qualifications and experience to perform the required services, the APCO has determined that the selection of Ralph Andersen and Associates to provide the required recruitment services without competitive bidding is warranted.

The proposed contract for services is provided in Attachment #2.

Fiscal Impact: The Consultant Services contract specifies that the contract not exceed \$25,000, unless amended. The contract has been included in the preliminary budget for FY 15-16.

Recommendation: Staff recommends that the District Board adopt Resolution #15-05, thereby approving in advance of the final District budget for FY 2015-16, the allocation of \$25,000 as shown in the preliminary FY 2015-16 annual budget, thereby authorizing the APCO to negotiate, sign, and amend as necessary, a consulting contract with Ralph Andersen and Associates for professional recruitment services.

Attachments:

- #1. Resolution #15-05
- #2: Ralph Andersen and Associates Draft Contract (CN000806)

ATTACHMENT #1

SUBJECT:

Resolution #15-05



Board Resolution:
Resolution # 15-05

Before the Placer County Air Pollution Control District Board of Directors

In the Matter Of: Approval, in advance of the final District budget for FY 2015-16, the allocation of \$25,000 as shown in the preliminary FY 2015-16 annual budget, and thereby authorizing the APCO to negotiate, sign, and amend as necessary, a consulting contract with Ralph Andersen and Associates for professional recruitment services

The following **RESOLUTION** was duly passed by the Placer County Air Pollution Control District Board of Directors at a regular meeting held on **June 11, 2015**, by the following vote:

Ayes: Berlant _____ Hesch _____ Nader _____ Weygandt _____ Black _____

Holmes, J. _____ Ruslin _____ Montgomery _____ Garcia _____

Alternates: _____

Noes: Berlant _____ Hesch _____ Nader _____ Weygandt _____ Black _____

Holmes, J. _____ Ruslin _____ Montgomery _____ Garcia _____

Alternates: _____

Abstain: Berlant _____ Hesch _____ Nader _____ Weygandt _____ Black _____

Holmes, J. _____ Ruslin _____ Montgomery _____ Garcia _____

Alternates: _____

Signed and approved by me after its passage:

_____ Chairperson

_____ Attest: Clerk of said Board

WHEREAS, pursuant to Health and Safety Code Section 40701, the Placer County Air Pollution Control District has the authority to enter into agreements as necessary and proper to fulfill its regulatory obligations; and

WHEREAS, Health and Safety Code 40701 provides that the District has the power to cooperate and contract with any federal, state, or local governmental agencies, private industries or civic groups necessary or proper to the accomplishment of its duties; and

WHEREAS, District management has determined that the next step in filling the upcoming vacancy in the Air Pollution Control Officer/District Director position is to obtain recruitment services to develop and conduct a recruitment to select qualified candidates for your Board's consideration; and

WHEREAS, Ralph Andersen and Associates have been selected because of their familiarity and experience with the Placer County recruitment process; and

WHEREAS, The Consultant Services contract specifies that the contract not exceed \$25,000, unless amended; and

WHEREAS, the contract has been included in the preliminary budget for FY 15-16.

NOW THEREFORE BE IT RESOLVED, that the Placer County Air Pollution Control District Board of Directors hereby approves, in advance of the final District budget for FY 2015-16, the allocation of \$25,000 as shown in the preliminary FY 2015-16 annual budget, thereby authorizing the APCO to negotiate, sign, and amend as necessary, a consulting contract with Ralph Andersen and Associates for professional recruitment services.

ATTACHMENT #2

SUBJECT:

Ralph Andersen and Associates Draft Contract (Number CN000806)



CONTRACTED SERVICES AGREEMENT

Administering Agency: Placer County Air Pollution Control District

Contract No. CN000806

Contract Description: Recruitment Services

THIS AGREEMENT is made at Auburn, California, by and between the Placer County Air Pollution Control District, ("District"), and Ralph Andersen and Associates ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in **Exhibit A**. Contractor shall provide said services at the time, place, and in the manner specified in **Exhibit A**. This Agreement does not bind the District to exclusively use the Contractor for database maintenance and development services and the District may obtain such services from other providers concurrent with or instead of services to be provided by Contractor.
2. **Payment.** District shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in **Exhibit B**. The payment specified in **Exhibit B** shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to District in the manner specified therein, or, if no manner is specified, then according to the usual and customary procedures which Contractor uses for billing clients similar to District. **The amount of the contract shall not exceed the amount shown as the expenditure limit for this Agreement in Exhibit B, unless amended.**
3. **Facilities, Equipment and Other Materials, and Obligations of District.** Unless otherwise specified, 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.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in **Exhibit A** shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the District. District

Ralph Andersen and Associates Agreement CN000806

shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. District shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

7. **Licenses, Permits, Etc.** Contractor represents and warrants to District that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to District 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.
8. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
9. **Hold Harmless And Indemnification Agreement.** At all times during the performance of this agreement, Contractor agrees to protect, defend, and indemnify District in accordance with the provisions contained in **Exhibit C**.
10. **Insurance.** Contractor shall file with District concurrently herewith a Certificate of Insurance, in companies acceptable to District, for the coverage shown in **Exhibit C**. All costs of complying with these insurance requirements shall be included in Contractor's fee(s). These costs shall not be considered a "reimbursable" expense under any circumstances.
11. **Contractor Not Agent.** Except as District may specify in writing Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind District to any obligation whatsoever.
12. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of District, said approval to be in the sole discretion of District.
13. **Personnel.**
 - A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from District of the desire of District for removal of such person or persons.

- B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in **Exhibit A**, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of District shall be grounds for cancellation of the agreement by District, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
14. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to District pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Termination.**
- A. District shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event District shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event District shall terminate this Agreement:
- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) District shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
 - 3) District shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by District as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in **Exhibit B**, and further provided, however, District shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to District such financial information as in the judgment of the District is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which District may have in law or equity.

- B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the District.
16. **Non-Discrimination**. Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Records**. Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to District, and District shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until District is satisfied that work of such value has been rendered pursuant to this agreement. However, District shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
18. **Ownership of Information**. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of District, and Contractor agrees to deliver reproducible copies of such documents to District on completion of the services hereunder. The District agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
18. **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 by the other party.
19. **Conflict of Interest**. Contractor certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the District.
20. **Entirety of Agreement**. This Agreement contains the entire agreement of District and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
21. **Alteration**. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
22. **Governing Law**. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the District of Placer, State of California, and Contractor hereby

expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

- 23. **Notification.** Any notice or demand desired or required to be given hereunder including requests for payment, shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

District:
 Tom Christofk
 110 Maple Street
 Auburn, CA 95603

Ralph Andersen and Associates
 Heather Renschler, CEO
 5800 Stanford Ranch Rd, STE 410
 Rocklin, CA 95765

Contractor:

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.

This agreement is effective on the date signed by both parties.

PLACER COUNTY AIR POLLUTION CONTROL DISTRICT

By: _____ Date: _____
 Tom Christofk
 Placer County Air Pollution Control District Officer

CONTRACTOR

By: _____ Date: _____
 Heather Renschler, President/CEO
 Ralph Andersen and Associates

Exhibits

- A. Scope of Work
- B. Payment for Services Rendered
- C. Hold Harmless Agreement and Insurance Requirements

EXHIBIT A
SCOPE OF WORK

DRAFT



Proposed Services Director of Placer County Air Pollution Control District

Proposed Work Plan

We know the key elements of a Director of Placer County Air Pollution Control District search process, which can be tailored to fit the specific needs of the District, should include:

Task 1 – Review Project Management Approach

Ms. Heather Renschler will be the Project Director on this search assignment. Ms. Renschler will meet in person with the Board of Directors (or the Board Subcommittee), appropriate staff members, and key stakeholders, as requested, to discuss the project management for the search. The discussion will include a review of the work plan, confirmation of timing, and communication methods.

Task 2 – Develop Position Profile

The position profile for the Director of Placer County Air Pollution Control District is the guide for the entire search process. The development of the profile includes the collection of technical information and recruitment criteria.

Technical Information

Ms. Renschler will meet with the Board of Directors, or the Board Subcommittee, and other appropriate individuals as may be necessary. The purpose of these meetings is to gain an understanding of the experience and professional background requirements desired in the Director of Placer County Air Pollution Control District. These discussions will also help the search consultant gain an understanding of the work environment and the opportunities and challenges facing the District.

Recruitment Criteria

The recruitment criteria are those personal and professional characteristics and experiences desired in the Director of Placer County Air Pollution Control District. The criteria should reflect the goals and priorities of the District.

Subsequent to the development and adoption of the candidate profile, the technical information and recruitment criteria will be documented in an information brochure prepared by the search consultant. The brochure will be reviewed by the District in draft format, revised as appropriate, and published for use throughout the search.

Task 3 – Outreach and Recruiting

This task is among the most important of the entire search. It is the focus of the activities of the search consultant and includes specific outreach and recruiting activities briefly described below.

Outreach

An outreach process including personal contact with potential candidates will be developed. An advertising campaign will also be developed and will include the placement of ads in publications such as the **Air & Waste Management Association** and other professional publications. Specific Internet sites related to government will be used as a method of extending the specific outreach in a short period of time.

Additionally, the advertisement and the full text of the position profile (the recruitment brochure) will be placed on Ralph Andersen & Associates' home page, which is accessed by a large number of qualified candidates. This method of outreach to potential applicants provides a confidential source that is monitored by many key level executives on an on-going basis.

Candidate Identification

Ralph Andersen & Associates will use their extensive contacts to focus the recruiting effort. In making these contacts, the search consultant will target those individuals who meet the criteria established. Each of the candidates identified through the recruiting efforts will be sent an information brochure. Candidates will also be contacted directly to discuss the position and to solicit their interest in being considered.

Both the outreach and recruiting activities will result in applications and resumes from interested candidates. As they are received, resumes will be acknowledged and candidates will be advised of the general timing of the search process. The following tasks involve the actual selection process, once all resumes have been received.

Task 4 – Candidate Evaluation

This task will be conducted following the application closing date. It includes the following specific activities:

Screening

All of the applications will be carefully reviewed. Those that meet the recruitment criteria and minimum qualifications will be identified and subject to a more detailed evaluation. This evaluation will include consideration of such factors as professional experience, and

size and complexity of the candidate's current organization as compared to the candidate profile.

Preliminary Research and Internet Review

The research staff of Ralph Andersen & Associates, under the direction of the Project Director, will conduct preliminary research and internet review for those candidates identified as the most qualified as a result of the screening process. This level of research will be done on a limited number of candidates to learn more about each candidate's public profile and related information that is available on the internet.

Preliminary Interviews

Ms. Renschler will conduct preliminary interviews with the top group of candidates identified through the screening and preliminary reference review processes. The interviews are extensive and designed to gain additional information about the candidates' experience, management style, and "fit" with the recruitment criteria. Interviews will be conducted using Skype or via telephone. No consultant travel for preliminary in-person interviews has been included in this proposal.

The screening portion of the candidate evaluation process typically reduces a field of applicants to approximately ten (10) to twelve (12) individuals. Those individuals will be reviewed with the District prior to proceeding with the individual interviews.

Task 5 – Search Report

After completing Task 4, Ms. Renschler will meet with the Board Subcommittee to review the search report on the top candidates. The report divides all of the candidates into three groups including 1) Highly Qualified; 2) Qualified; and 3) No Further Interest. The search report will include resumes for candidates in both the highly qualified and qualified groups. The results of reference reviews and interviews will be provided in writing to the District. This meeting will result in a confirmed group of top candidates for the District to further consider.

Task 6 – Selection

The final selection process and the timing of the final selection will vary depending upon the desires of the District. The typical services provided by Ralph Andersen & Associates in the selection process are described briefly below.

- Ms. Renschler will coordinate the selection process for the finalist group of candidates. This includes handling the logistical matters with candidates and with the District.
- Ms. Renschler will prepare an interview booklet that includes the resume and candidate report (with interview comments, reference checks, and other relevant information about the candidates) on each candidate. In addition, the booklet will contain suggested questions and areas for discussion based upon the recruitment criteria. Copies of the interview booklet will be provided in advance of the candidate interviews.

Placer County Air Pollution Control District
Page 4

- Ms. Renschler will attend the interviews to assist the District through the selection process. This assistance will include an initial orientation, candidate introductions, and facilitation of discussion of candidates after all interviews have been completed.
- Additionally, verifications will be made on the top candidate and will include education verifications, Department of Motor Vehicle check, wants and warrants, civil and criminal litigation search, and credit check. The results of these verifications will be discussed with the District at the appropriate time.
- Reference checks will be conducted on the top candidate. The results of these reference checks will be discussed with the Board at the appropriate time during a closed session.
- Ms. Renschler is available to provide assistance to the District in the final selection as may be desired. This assistance may include providing or obtaining any additional information desired to assist in making the final selection decision.

Task 7 – Negotiation

Ms. Renschler is available to assist the District in negotiating a compensation package with the selected candidate. This may include recommendations on setting compensation levels.

Task 8 – Close Out

After the District has reached agreement with the individual selected for the position, the search consultant will close out the search. These activities will include advising all of the finalist candidates of the status of the search by telephone.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

Total of all payments made under this agreement shall not exceed the amount shown in the Agreement Expenditure limitation of this Exhibit.

Invoices

Invoices shall be submitted to District in a form and with sufficient detail as required by District, including this contract agreement number (CN000806). Work performed by Contractor will be subject to final acceptance by the District project manager(s).

Payment Schedule

Ralph Andersen & Associates will bill the District in four installments as follows:

- Upon Approval of the Recruitment Brochure – \$6,250
- After the Closing Date – \$6,250
- Upon Approval of Finalists – \$6,250
- Upon Placement – \$6,250

Payments shall be made to Contractor within thirty (30) days after the billing is received and approved by District unless otherwise specified.

Any change (increase or decrease) to any specific project scope will be fully detailed and agreed upon in writing by both the Contractor and the District, prior to any project scope changes occurring.

Agreement Expenditure Limitation

The amount of the Agreement for FY 2015-16 (July 1, 2015 through June 30, 2016) shall not exceed Twenty-Five Thousand **Dollars (\$25,000)**, unless amended.

EXHIBIT C

HOLD HARMLESS AGREEMENT AND INSURANCE REQUIREMENTS

The Contractor hereby agrees to protect, defend, indemnify, and hold District free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by District arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or District or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of District from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.

As used above, the term District means District or its officers, agents, employees, and volunteers.

1. Insurance Requirements

Contractor shall file with the District, concurrently herewith, Certificates of Insurance, in companies acceptable to District, with a Best's rating of no less than A: VII.

Each policy shall be endorsed with the following specific language: **Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District Air Pollution Control District."**

Workers Compensation and Employers Liability Insurance

If Contractor represents that they have no employees, and does not hire Sub-Contractors with employees, then they are not required to have Workers Compensation coverage.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Contractor shall require all Sub-Contractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed with District upon demand.

General Liability Insurance

a) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

1. Contractual liability insuring the obligations assumed by Contractor in this Agreement.

b) One of the following forms is required:

1. Comprehensive General Liability;
2. Commercial General Liability (Occurrence); or
3. Commercial General Liability (Claims Made).

c) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

d) If Contractor carries a Commercial General Liability (Occurrence) policy:

1. The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operation
 - One million dollars (\$1,000,000) General Aggregate
2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits million dollars (\$2,000,000).

e) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of District, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:

- (a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- (b) One million dollars (\$1,000,000) aggregate for Products Completed Operations
- (c) One million dollars (\$1,000,000) General Aggregate
- (d) The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- a) "The District, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- b) "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the District with respect to any insurance or self-insurance programs maintained by the District and no insurance held or owned by the District shall be called upon to contribute to a loss."
- c) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the District."

2. Automobile Liability Insurance

- a. Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- b. Covered vehicles should include owned, non-owned, and hired automobiles/trucks.



Board Agenda Item 6

Public Hearing/Action

Agenda Date: June 11, 2015

Prepared By: Yushuo Chang, Planning and Monitoring Section Manager

Topic: Approval of the Placer County Air Pollution Control District Ozone Emergency Episode Plan

Action Requested:

- 1) Conduct a Public Hearing regarding the proposed Ozone Emergency Episode Plan.
- 2) Adopt Resolution #15-07 (Attachment #1), thereby approving the Ozone Emergency Episode Plan for Placer County (Attachment #2).

Discussion: Under the Code of Federal Regulations (CFR)¹, areas that (1) do not attain the federal standards for ozone and (2) have hourly ozone concentrations above 0.10 parts per million (ppm) are classified as a Priority I area. It is required to develop a contingency plan which must, at a minimum, provide for taking action necessary to prevent ambient ozone concentrations at any location in such region from reaching the significant harm level of 0.6 ppm, averaged over two hours. As set forth in CFR, three trigger levels (stages) are established for the ozone pollution episodes: Alert level (0.2 ppm), Warning level (0.35 ppm), and Emergency level (0.5 ppm)². Corresponding actions for each specified trigger level should be identified and will be implemented when the ambient ozone hourly concentration measurements reach the specified trigger levels. These elements and actions should provide for rapid short-term emission reductions at each trigger level, to avoid high ozone concentrations from reaching significant harm levels during an episode.

Placer County is classified as non-attainment for the 2008 federal ozone eight-hour average standard. Between 2011 and 2012, Placer County has had more than one day with the maximum one-hour concentration greater than 0.10 ppm. Although the California Air Resources Board (CARB) requested U.S. Environmental Protection Agency (EPA) to reclassify Placer County from Priority I to Priority III area with no emergency episode plan requirement, EPA disapproved the request³. The Placer County Air Pollution Control District (District) is therefore required to prepare an ozone emergency episode plan.

The District's Ozone Emergency Episode Plan provides the review of air quality and emission inventory within Placer County and proposes actions for each trigger level to prevent ambient ozone concentrations within Placer County from reaching the significant harmful level. Because ozone precursors emissions in Placer County have been substantially reduced through the implementation of existing control regulations and programs, the ozone concentration trend shows a decrease over time and there has not been an exceedance over 0.15 ppm in the last thirteen years (2000-2013). In addition to the three trigger levels, the

¹ 40 CFR 51.150 and 51.151

² 40 CFR 51 Appendix L

³ 79 FR 63350-53363

PCAPCD Ozone Emergency Episode Plan

June 11, 2015

Page 2

District proposes an additional level at 0.15ppm as the Health Advisory level, which is lower than the Alert level, which is lowest of three trigger levels required by the CFR, to initiate and fulfill the actions proposed by the Plan to abate the harmful ozone concentration should it occur.

The proposed Ozone Emergency Episode Plan identifies actions for each trigger level of the ozone emergency episode, including public notification and emission mitigation for industrial and mobile sources. The purposes of these actions are 1) to provide notification to the public of each identical episode when atmospheric stagnation conditions would result in substantially high ozone concentration measurements, and 2) to reduce the ozone precursor emissions rapidly in order to lower the ozone concentration below the triggered emergency episode level.

Public Comment: The proposed Ozone Emergency Episode Plan was posted on the District's website for public review. A notice of the public hearing was published in the Auburn Journal on April 29, 2015 and posted on the District's website (Attachment #3). The public review period was ended on June 1, 2015. No comment was received during the public review period.

Recommendation: Staff recommends adoption of Resolution #15-07, thereby approving the Placer County Air Pollution Control District Ozone Emergency Episode Plan.

- Attachments:**
- #1: Resolution #15-07
 - #2: Placer County Air Pollution Control District Ozone Emergency Episode Plan
 - #3: Proof of Publication

Attachment #1

SUBJECT:

Resolution #15-07



Board Resolution:
Resolution # 15-07

Before the Placer County Air Pollution Control District Board of Directors

In the Matter Of: Approval of the Placer County Ozone Emergency Episode Plan.

The following **RESOLUTION** was duly passed by the Placer County Air Pollution Control District Board of Directors at a regular meeting held on **June 11, 2015** by the following vote:

Ayes: Berlant _____ Hesch _____ Nader _____ Weygandt _____ Black _____
Holmes, J. _____ Ruslin _____ Montgomery _____ Garcia _____
Alternates: _____

Noes: Berlant _____ Hesch _____ Nader _____ Weygandt _____ Black _____
Holmes, J. _____ Ruslin _____ Montgomery _____ Garcia _____
Alternates: _____

Abstain: Berlant _____ Hesch _____ Nader _____ Weygandt _____ Black _____
Holmes, J. _____ Ruslin _____ Montgomery _____ Garcia _____
Alternates: _____

Signed and approved by me after its passage:

_____ Chairperson

_____ Attest: Clerk of said Board

WHEREAS, Section 110(a)(2)(G) of the federal Clean Air Act (“CAA”) provides authority of emergency powers to the U.S. Environmental Protection Agency (“USEPA”) Administrator to restrain any source from causing or contributing to emissions that present an imminent and substantial endangerment to public health or welfare, or the environment; and

WHEREAS, pursuant to the CAA authority, the USEPA promulgated regulations for emergency episodes to clarify requirements related to emergency episode planning requirements appearing at Code of Federal Regulations (“CFR”) (40 CFR Part 51, Subpart H); and

WHEREAS, under the requirement of 40 CFR 51.150, areas that (1) do not attain the federal standards for ozone, and (2) have hourly ozone concentrations above 0.10 parts per million (“ppm”), are required to develop an emergency episode contingency plan which must, at a minimum, provide for taking action necessary to prevent ambient ozone concentrations at any location in such region from reaching the significant harm level; and

WHEREAS, the Placer County has been classified as non-attainment for the 1997 National Ambient Air Quality Standard (“NAAQS”) for ozone with an eight-hour averaging time of 0.08 ppm (Federal Register, Vol. 69, No. 84, pages 23858-23951 (April 30, 2004)); and

WHEREAS, the Placer County has also been classified as non-attainment for the 2008 revised eight-hour ozone NAAQS of 0.075 ppm (Federal Register, Vol. 77, No. 98, pages 30088-30160 (May 21, 2012)); and

WHEREAS, the Placer County has had more than one day with the maximum one-hour ozone concentration greater than 0.10 ppm between 2011 and 2012; and

WHEREAS, the USEPA identified that the Placer County Air Pollution Control District shall prepare an applicable emergency episode contingency plan for ozone (Federal Register, Vol. 79, No. 205, pages 63350-63363 (October 23, 2014)); and

WHEREAS, the Placer County Air Pollution Control District prepared the proposed Ozone Emergency Episode Plan to satisfy the requirements of 40 CFR 51.151 and 51.152 for prevention of Air Pollution Emergency Episodes; and

WHEREAS, on June 11, 2015 the Board of Directors of the Placer County Air Pollution Control District held a duly noticed public hearing that was noticed in the Auburn Journal, a newspaper of general circulation in Placer County, and posted on the website in order to hear and consider public comment on the Placer County Ozone Emergency Episode Plan.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the Placer County Air Pollution Control District does hereby approve the proposed Ozone Emergency Episode Plan; and

BE IT FURTHER RESOLVED AND ORDERED, that the Board of Directors of the Placer County Air Pollution Control District directs staff to forward the Ozone Emergency Episode Plan to the California Air Resources Board for submittal to the U.S. Environmental Protection Agency.

Attachment #2

SUBJECT:

Ozone Emergency Episode Plan for Placer County

**PLACER COUNTY
AIR POLLUTION CONTROL DISTRICT**

Ozone Emergency Episode Plan

**PREPARED IN COMPLIANCE WITH
THE FEDERAL CLEAN AIR ACT**

April 2015

Purpose

This Ozone Emergency Episode Plan provides the basis for taking action to prevent ambient ozone concentrations from reaching levels which could endanger public health, or to abate such concentrations should they occur. It identifies criteria for the four levels of emergency episodes, components for public announcements whenever an episode has been identified, and specifies emission control strategies to be taken with each episode.

Legal Authority

The Federal Clean Air Act (CAA)¹ gives the U.S. Environmental Protection Agency (U.S. EPA) the legal authority to halt the emission of air pollutants causing or contributing to the injury of the public or their welfare. The U.S. EPA is further authorized to either bring a lawsuit in federal court or, if such civil action cannot assure prompt protection of public health or welfare, to issue such orders as may be necessary to protect public health, welfare, or the environment. The authority granted to the U.S. EPA Administrator is vested in the California Air Resources Board (ARB) and the air districts under the California Health & Safety Code (H&SC)². This section of California law applies to a range of emissions violations and imposes penalties that are equivalent to or exceed federal penalties for comparable violations. These penalties include the imposition of fines and/or imprisonment.

Under the authority of the H&SC, the ARB is responsible for controlling emissions from mobile sources, while districts are responsible for controlling emissions from non-mobile sources. H&SC Section 41700 states that sources are prohibited from emitting any pollutant(s) that can cause injury, detriment, nuisance, or annoyance to the public, or that endanger the comfort, repose, health, or safety of the public. Furthermore, H&SC Section 42450, et seq., gives districts specific authority to abate emissions from any source violating H&SC Section 41700 or any other order, rule, or regulation that prohibits or limits the discharge of pollutants, consistent with applicable notice and hearing requirements. Under H&SC Section 41509, the ARB or other local agency rules cannot infringe upon a district's authority to declare, prohibit, or abate a nuisance, and California's Attorney General is authorized to enjoin any pollution or nuisance, either on his or her own, or by request.

In addition to the authority under H&SC, the local air districts can work with the local governing body of a city, county, or city and county, pursuant to the California Emergency Services Act³, to proclaim a local emergency when there are conditions of disaster or of extreme peril to the safety of persons and property within the territorial

¹ Federal Clean Air Act Section 110(a)(2)(G)

² California Health & Safety Code Section 42400 et seq.

³ California Emergency Services Act, California Government Code Section 8550-8668

limits of a city, county, or both a city and county, caused by such conditions as air pollution⁴. When a local emergency is declared, cities and counties shall implement their emergency plans and take actions to mitigate or reduce the emergency threat. Actions may include deploying field-level emergency response personnel such as law enforcement, activating emergency operation centers, and issuing orders to protect the public. Through a local emergency declaration, the air districts will obtain law enforcement aids from local governing bodies to accomplish necessary actions for preventing ambient ozone concentration from reaching the harmful level.

Requirement of a Plan for the Prevention of Air Pollution Emergency Episodes

Under the Code of Federal Regulations (CFR)⁵, areas that (1) do not attain the federal standards for ozone, and (2) have hourly ozone concentrations above 0.10 parts per million (ppm), are required to develop a contingency plan which must, at a minimum, provide for taking action necessary to prevent ambient ozone concentrations at any location in such region from reaching the significant harm level of 0.6 ppm, averaged over two hours. As set forth in CFR, three trigger levels (stages) are established for the ozone pollution episodes: Alert level (0.2 ppm), Warning level (0.35 ppm), and Emergency level (0.5 ppm)⁶. Corresponding actions for each specified trigger level would be identified and will be implemented when the ambient ozone hourly concentration measurements reach the specified trigger levels. These elements and actions should provide for rapid short-term emission reductions at each trigger level, to avoid high ozone concentrations from reaching significant harm levels during an episode.

Development of the Ozone Emergency Episode Plan for Placer County

Placer County is classified as non-attainment for the 2008 federal ozone eight-hour average standard⁷. Since Placer County has had more than one day with the maximum one-hour concentration greater than 0.10 ppm between 2011 and 2012, the Placer County Air Pollution Control District (PCAPCD) is required to prepare an ozone emergency episode plan (Plan).

Table 1 shows the number of days exceeding the 0.10 ppm threshold at the Placer County ozone monitoring sites from 2011 through 2014. During this time, the maximum ozone one-hour concentration was 0.11 ppm, with no site having more than three days in a year that exceeded 0.10 ppm after 2011. From 2013 to 2014, there was only one day in each year that exceeded 0.10 ppm.

⁴ California Government Code Section 8558 (c).

⁵ 40 CFR 51.150 and 51.151

⁶ 40 CFR 51 Appendix L

⁷ Portions of Sacramento Valley and Mountain Counties Air Basins in Placer County are classified as Ozone Nonattainment area.

Table 1
 Placer County Ozone Monitoring Sites
 Number of Days with Maximum one-hour Concentration Greater than 0.10 ppm*

		2011	2012	2013	2014**
Colfax-City Hall	# of Days	0	0	0	0
	Max Conc.	0.104	0.097	0.083	0.089
Auburn-Dewitt-C Ave (relocated to Atwood Road site in 2011 summer)	# of Days	1	---	---	---
	Max Conc.	0.105	---	---	---
Auburn-Atwood Rd	# of Days	2	1	0	0
	Max Conc.	0.107	0.107	0.097	0.097
Lincoln-L Street (relocated to 1445 1 st Street site at the end of 2012)	# of Days	---	1	---	---
	Max Conc.	---	0.107	---	---
Lincoln-1445 1 st Street	# of Days	---	---	0	1
	Max Conc.	---	---	0.081	0.107
Roseville-N Sunrise Blvd	# of Days	3	2	1	0
	Max Conc.	0.109	0.108	0.111	0.097

*Values were rounded to 2 decimal places before comparing with 0.10 ppm to determine the number of exceedance days

**Preliminary data downloaded from ARB's Aerometric Data and Management (ADAM) system on 12/13/14

The industrial abatement plan is a preplanned document prepared by a permitted industrial source (facility) which contains the necessary actions to rapidly reduce that facility's emitted ozone precursor emissions when an episode level is triggered. In order to require such a plan, an emission threshold should be established for the industrial abatement plan requirement. Depending on the ozone emergency plans approved by the other air districts in California, the emission thresholds to require the industrial abatement plan are as low as 50 tons per year for both ROG and NOx emissions⁸. Table 2 shows the five highest facilities with emissions of ROG and NOx within Placer County⁹. The table indicates that there are two facilities in Placer County that emit more than 50 tons per year of NOx, and no facility emitting more than 50 tons per year of ROG.

⁸ SMAQMD Rule 701

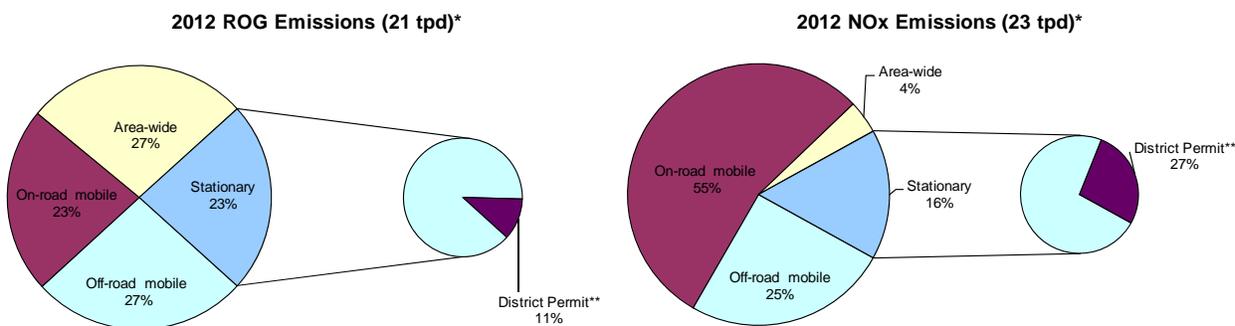
⁹ ARB online facility search engine <http://www.arb.ca.gov/app/emsinv/facinfo/facinfo.php>

Table 2
 Five Highest ROG and NOx Emissions Facilities

Five Highest ROG Emissions Facilities					
Air Basin	Facility ID	Facility Name	City	Facility SIC	ROG (tons/yr)
Sacramento Valley Air Basin	233	Capital Drum Inc.	Roseville	3412	15
Sacramento Valley Air Basin	183	Pacific MDF Product Inc.	Rocklin	2431	11
Sacramento Valley Air Basin	1731	Progressive Vanguard Corporation	Rocklin	7699	9
Sacramento Valley Air Basin	730	Energy 2001 Inc.	Lincoln	7389	6
Sacramento Valley Air Basin	184	Colledgewood	Lincoln	2431	6
Five Highest NOx Emissions Facilities					
Air Basin	Facility ID	Facility Name	City	Facility SIC	NOx (tons/yr)
Sacramento Valley Air Basin	188	Sierra Pacific Industries	Lincoln	2421	135
Sacramento Valley Air Basin	212	Rio Bravo	Lincoln	4911	119
Sacramento Valley Air Basin	2046	Roseville Energy Park	Roseville	4911	14
Sacramento Valley Air Basin	730	Energy 2001 Inc.	Lincoln	7389	7
Sacramento Valley Air Basin	403	City of Roseville	Roseville	9199	7

Emissions from permitted facilities are identified as stationary source emissions. Although Placer County has two facilities that exceed the 50 tons per year threshold for NOx, permitted facilities comprise a very small portion of ROG and NOx countywide emission inventories. Figure 1 presents the reactive organic gases (ROG) and nitrogen oxides (NOx) emission inventories in Placer County in 2012¹⁰.

Figure 1
 Placer County 2012 Emission Inventory



* This is the latest complete inventory including mobile sources emissions from ARB.

** It is the latest update from the District permit database based on the actual 2012 throughput data reported by permitted facilities in 2013.

According to Figure 1, 23% of ROG emissions and 16% of NOx emissions are from stationary sources in Placer County. Within stationary source emissions, only 11% of ROG emissions and 27% of NOx emissions are from permitted industrial sources. Therefore, permitted industrial sources are responsible for approximately 2.7% and 4.3% of the countywide ROG emissions and NOx emissions, respectively. The major

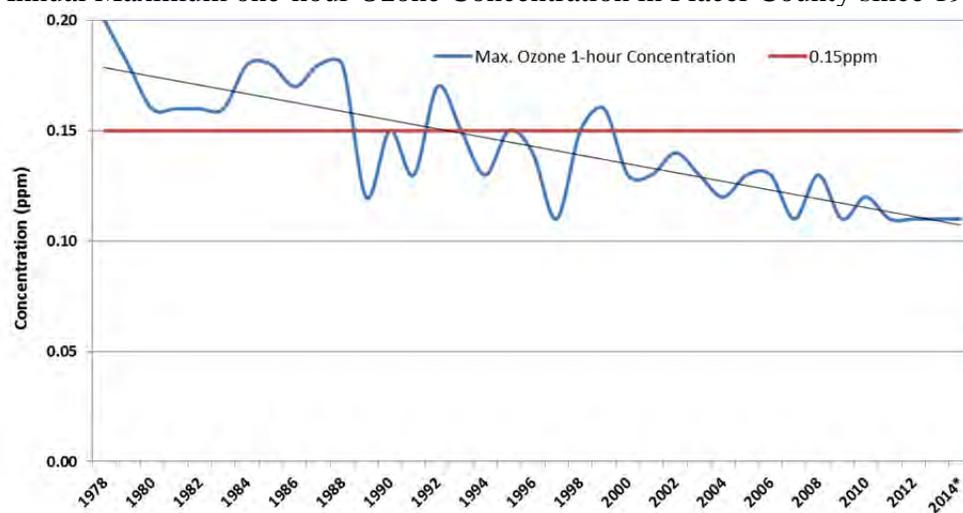
¹⁰ ARB Emission Almanac (published in 2013)

contributions of the ROG and NO_x inventories are from mobile and unpermitted area and stationary sources, with mobile source emissions more responsible for ozone formation than permitted industrial sources in Placer County.

Health Advisory Level

The PCAPCD proposes 0.15 ppm as a Health Advisory level to initiate emergency actions. The Health Advisory level (0.15 ppm) is lower than the Alert level (0.2 ppm), which is the lowest of three trigger levels required by the CFR. Figure 2 represents the annual maximum one-hour ozone concentration measured in Placer County since 1978, when air monitoring began. It also contains the red line showing the proposed Health Advisory level at 0.15 ppm.

Figure 2
 Annual Maximum one-hour Ozone Concentration in Placer County since 1978



*Preliminary data downloaded from ARB ADAM on 12/13/14

Figure 2 shows that the 0.2 ppm level was last reached in 1978, which was the first year of air monitoring for ozone in Placer County. The ozone concentration trend shows a generally consistent decrease over time, and there has not been an exceedance over 0.15 ppm in the last thirteen years (2000-2013). Accordingly, Figure 2 shows that the maximum ozone one-hour concentration in Placer County has been substantially reduced and would need a high ozone concentration to trigger the Alert level, and therefore initiate the ozone emergency episode plan implementation.

Ozone concentrations in Placer County have been substantially reduced through the implementation of existing control regulations and programs. Placer County is located within the Sacramento Federal Ozone Nonattainment Area (SFONA), which is designated as nonattainment for the federal ozone standards. Two ozone State

Implementation Plans (SIP) have been developed to identify emission control strategies for mobile and non-mobile sources within the SFONA. Based on the SIP commitments, the PCAPCD adopted or amended rules and developed programs to facilitate the SFONA's progress towards attaining the federal ozone standards. The air districts within the Sacramento Region continue to work on the development of control strategies to fulfill the attainment requirement by CAA. Since the current federal ozone eight-hour average standard (0.075 ppm) is more stringent than the previous one-hour standard, the PCAPCD believes that the development and implementation of control regulations and programs identified by the ozone SIPs will ensure that the ozone one-hour maximum concentrations in Placer County will continue decreasing, and would not reach the proposed Healthy Advisory level of 0.15ppm.

In addition, the PCAPCD also regulates various types of open burning, including residential, land development, fire hazard reduction, vegetation management, prescribed fire, and agricultural¹¹. For the Sacramento Valley Air Basin, the PCAPCD works cooperatively with the ARB year round, and in the fall, with the Sacramento Valley Air Basin Agricultural Burn Coordinator, to provide daily burn day allocations and notifications based on meteorological conditions and air quality forecasts. For the Mountain Counties and Lake Tahoe Air Basins, the District works cooperatively with the ARB on the daily burn day information. The burn day information is broken down into burn day types to help indicate the quality of a burn day. Through the existing burn programs, the PCAPCD works carefully to balance the public health impacts from air pollution, along with the open burning activities which exist in the county, especially since much of the county is considered a high fire hazard area.

Furthermore, the PCAPCD, along with the other air districts within the Sacramento Region, fund the regional "Spare the Air" program that is managed by the Sacramento Metropolitan Air Quality Management District. This is an air pollution forecasting program which provides notifications to the public on the daily ozone concentration forecasts, along with advisories with an episodic ozone reduction element, during the summer ozone season. It is designed to protect public health by informing people when air quality is unhealthy, and by encouraging the public to reduce vehicle trips to achieve emission reductions. The program's notification includes current ozone concentration measurements from all monitoring stations within the SFONA, including Placer County, and forecasts, based on the meteorological conditions from the national weather service advisories and local agencies. When atmospheric stagnation conditions are forecasted, the public will be notified through email, text, or the media, that a "Spare the Air Day" is issued. The participation of the Sacramento regional "Spare the Air" program will

¹¹ PCAPCD Rule 301-306, <http://www.placer.ca.gov/departments/air/rules>

promote the acquisition of forecasts of the atmospheric stagnation conditions, pursuant to the CFR requirements¹².

In conclusion, the PCAPCD believes that the proposed Health Advisory level at 0.15 ppm will be an appropriate and logical condition, in addition to the required ozone emergency episode levels set forth in the CAA, to initiate and fulfill the air pollution emergency episode actions proposed by the Plan.

Emergency Episode Criteria

Table 3 summarizes the four emergency episode trigger levels proposed by the PCAPCD for the one-hour ozone concentration measurement in Placer County. The following section identifies the corresponding actions for each trigger level, when that one-hour ozone concentration is reached.

Table 3
 Trigger Levels of Ozone Emergency Episodes in Placer County

	Health Advisory	Alert (Stage 1)	Warning (Stage 2)	Emergency (Stage 3)
Ozone (one-hour average)	0.15 ppm	0.20 ppm	0.35 ppm	0.50 ppm

Proposed Actions for Ozone Emergency Episodes:

The actions identified for each trigger level of the ozone emergency episodes include public notification and emissions mitigation for industrial and mobile sources. The purposes of these actions are 1) to provide notification to the public when atmospheric stagnation conditions would result in substantially high ozone concentration measurements, and 2) to reduce the ozone precursor emissions rapidly in order to lower the ozone concentration below the triggered emergency episode level.

Air Pollution Forecast

The PCAPCD continues to use the Sacramento regional “Spare the Air” program to provide public notification for air quality forecasts when atmospheric stagnation conditions would result in substantially high ozone concentration measurements. The notification with episodic ozone reduction strategies is to encourage the public to take voluntary actions to reduce ozone precursor emissions.

Emergency Episode Declaration

Whenever the ozone one-hour concentration, measured at any location within Placer County, reaches or is predicted to reach any of the episode trigger levels as shown in

¹² 40 CFR 51.152 “Contingency Plans”

Table 3, the PCAPCD shall declare that an emergency episode is in effect in Placer County.

In addition, should the Air Pollution Control Officer (APCO) of a district adjacent to the PCAPCD declare a stage 1, 2, or 3 episode within that district and request assistance, the APCO of PCAPCD may implement measures as described in this Plan as if such episode level has been measured within the District.

Notification of an Emergency Episode

The PCAPCD shall establish and periodically update and review an emergency episode notification list (List). When any emergency episode is declared, the APCO shall notify the officials on the List. The List shall include, and is not limited to, the following public agencies and organizations:

1. California Air Resources Board,
2. The Placer County Executive Officer, chief executive officers of the incorporated municipalities within Placer County, police chiefs, fire chiefs, and any other public safety officers as deemed appropriate by the APCO,
3. The Placer County Health Officer,
4. The Placer County Office of Emergency Services,
5. The Placer County Office of Education Superintendent, school districts' superintendents , and private schools' principals,
6. All air pollution control districts within the Sacramento Valley, Mountain Counties and Lake Tahoe Air Basins, as well as all upwind districts.
7. Major newspapers in daily circulation and major television and radio stations (including those who are part of the emergency broadcast system) broadcasting within Placer County for appropriate warning, notices, and advisories,
8. Sacramento Regional Spare the Air Program,
9. PCAPCD permitted facilities, and
10. PCAPCD Staff who are responsible for public outreach.

Content of Notification

Notification of an emergency episode shall include information on the predicted or current episode level, the expected duration of the episode, the expected geographic boundaries of the affected area, a statement for the public on the health significance of the air quality during the episode, and the appropriate voluntary or mandatory control actions proposed for each episode level.

Termination of an Emergency Episode

The PCAPCD shall declare an episode as terminated when the one-hour ozone concentration measurements from all monitoring sites within Placer County fall below the level of the Alert episode and the meteorological data indicates the ozone concentration is expected to continue decreasing.

Notification of the Termination of an Episode

Upon the declaration of the termination of an episode, the PCAPCD shall notify those agencies and organizations specified in the List.

Actions for Each Emergency Episode

When an emergency episode is declared, the PCAPCD shall implement the following control actions:

1. Health Advisory Episode:
 - a) Prepare the emergency episode notification;
 - b) Notify those public agencies and organizations identified in the List that a health advisory episode has been declared;
 - c) Advise the Placer County Office of Education Superintendent that sustained strenuous activities by students (for both public and private schools) lasting longer than one hour should be discontinued;
 - d) Through the Placer County Office of Emergency Services, notify the news media to broadcast the appropriate warning to the public, which will include a recommendation that the public curtail unnecessary motor vehicle operation;
 - e) Work with the industry to identify targeted facilities with possible emission control actions to reduce the relative emissions; and
 - f) Coordinate with the Placer County Office of Emergency Services to identify possible actions which shall be taken when Placer County declares a local emergency for an air pollution emergency, which might include, for example, ceasing painting, construction, lawn mowing, pesticide application, and charcoal grilling.

2. Alert (Stage 1) Episode:
 - a) Prepare the emergency episode notification;
 - b) Notify those public agencies and organizations identified in the List that an Alert episode has been declared;
 - c) Request the Placer County Office of Education Superintendent contact the School Superintendents and coordinate with private schools, to suspend students' strenuous activities;

- d) Through the Placer County Office of Emergency Services, notify the news media to broadcast the appropriate warning to the public, which will include a request that the public to curtail any unnecessary motor vehicle operation;
 - e) Request targeted facilities to initiate specified emission control actions to reduce relative emissions and to recommend employees refrain from using their vehicles until the episode is terminated;
 - f) Conduct on-site inspection of targeted facilities to ascertain accomplishment of applicable emission control actions; and
 - g) Prohibit all open burning, including agricultural burning, and incineration throughout the affected area, except in an emergency situation as provided for in Section 41862 of the H&SC.
3. Warning (Stage 2) Episode: In addition to the actions associated with the Stage 1 Alert episode, the following actions should be implemented in a Warning episode.
- a) Request that those agencies and organizations in the List, within the scope of their authority:
 - i. Prohibit all types of open burning, including agricultural waste;
 - ii. Close all non-essential public agency facilities, except emergency facilities and those facilities necessary in emergencies to protect national security or national defense; and
 - iii. Request that employees of closed non-essential public agency facilities refrain from using vehicles until the episode is terminated.
 - b) Request closure of all public and private schools, colleges, and universities within Placer County;
 - c) Request targeted facilities to shut down;
 - d) Request that employees of facilities which close refrain from using vehicles until the episode is terminated;
 - e) Conduct on-site inspection of facilities to ascertain the accomplishment of applicable emission control actions;
 - f) Request the suspension of all indoor and outdoor events at parks or recreational facilities open to the public;
 - g) Request the suspension of all scheduled athletic events; and
 - h) Request that the Placer County Executive Officer and Health Officer consider declaring a local emergency for air pollution, pursuant to the Placer County Code¹³, and implement emergency control measures, pursuant to the California Emergency Services Act, when the ambient ozone concentration continues rising and reaches the level at 0.45 ppm.

¹³ Placer County Code Article 2.88 Emergency Services

4. Emergency (Stage 3) Episode: In addition to the actions associated with the Stage 2 Warning episode, the following actions should be implemented in the Emergency episode.
- a) Request that the Placer County Executive Officer declare a local emergency for air pollution and initiate its emergency operations plan;
 - b) Request the media to broadcast to the public that a local emergency exists for air pollution, due to high ozone concentrations;
 - c) Through the Placer County Office of Emergency Service operations, the following actions shall be conducted, but are not limited to:
 - i. Close all government facilities which are not immediately necessary for public health and safety, national security or national defense;
 - ii. Close all recreational facilities, including but not limited to those servicing boating and off-road vehicles;
 - iii. Close all non-emergency commercial and industrial facilities;
 - iv. Request implementation of emergency carpooling, or the use of mass transportation;
 - v. Request that the public use only mass transit; and
 - vi. Hospitals within the affected area shall be notified of the alert level to prepare for the possible increase in the number of patients seeking treatment.
 - d) Close principal streets, as deemed necessary by the Placer County Executive Officer, Health Officer, APCO, and local law enforcement agencies, in order to protect the health and welfare of the general public;
 - e) Request that the Placer County Office of Emergency Services engage with the State agency for necessary actions pursuant to the California Emergency Services Act, which includes prohibiting the use of all motor vehicles except for emergencies, or any other action deemed warranted;
 - f) Restrict all non-essential construction and painting; and
 - g) Restrict all lawn care and mowing activities and stop the use of lawn and garden chemicals.

The PCAPCD commits to implementing the proposed actions associated with each episode identified in this Plan. The implementation of the Plan shall prevent the ambient ozone concentration from reaching the harmful level at 0.60 ppm.

Attachment #3

SUBJECT:

Proof of Publication

16582528

NOTICE OF PUBLIC HEARING

16582528

NOTICE OF PUBLIC HEARING
PLACER COUNTY
AIR POLLUTION CONTROL DISTRICT
PROPOSED OZONE EMERGENCY EPISODE PLAN
FOR PLACER COUNTY

Placer County Air Pollution Control District staff has prepared a draft Ozone Emergency Episode Plan in order to comply with a requirement of the Federal Clean Air Act for prevention of air pollution emergency episodes.

Under the Code of Federal Regulations, areas that (1) do not attain the federal standards for ozone and (2) have one-hour ozone concentrations above 0.10 parts per million (ppm) are required to develop a plan to prevent ozone concentrations from reaching the significant harm level of 0.6 ppm, averaged over two hours. Since Placer County is classified as non-attainment for the 2008 federal ozone 8-hour average standard and has more than one day with the maximum hourly concentration greater than 0.10 ppm between 2011 and 2012, the Placer County Air Pollution Control District is required to prepare an Ozone Emergency Episode Plan for Placer County.

On Thursday, June 11, 2015, at their regular meeting beginning at 2:30 PM, the Placer County Air Pollution Control District Board of Directors will hold a public hearing to receive comments and consider the adoption of the proposed Ozone Emergency Episode Plan. The hearing is to be held at the Placer County Board of Supervisors Chambers, at 175 Fulweiler Avenue, Auburn, California.

By this notice, all interested parties are advised of the availability of the proposed Ozone Emergency Episode Plan and are invited to comment on it. The proposed Ozone Emergency Episode Plan is available for public review on the District's website at www.placer.ca.gov/apcd, and at the Air Pollution Control District office at 110 Maple Street, Auburn, CA, Monday-Friday, 8:00 a.m. to 5:00 p.m., and printed copies of the Plan may be requested for a fee. Written comments or questions should be submitted by 4:00 p.m., June 1, 2015, and addressed to Placer County Air Pollution Control District, 110 Maple Street, Auburn, CA 95603, Attention: Yushuo Chang, Planning and Monitoring Manager. The District's telephone number is (530)745-2330.

PUBLISHED IN AUBURN JOURNAL: APRIL 29, 2015

The above space is reserved for Court/County Filed Date Stamp

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Placer**

I am a citizen of the United States and employed by a publication in the County aforesaid. I am over the age of eighteen years, and not a party to the mentioned matter. I am the principal clerk of **The Auburn Journal**, a newspaper of general circulation, in the **City of Auburn**, which is printed and published in the **County of Placer**. This newspaper has been judged a newspaper of general circulation by the Superior Court of the State of California, in and for the **County of Placer**, on the date of May 26, 1952 (Case Number 17407). The notice, of which the attached is a printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

APRIL 29

I certify, under penalty of perjury, that the foregoing is true and correct.



Terry Clark

Dated in Auburn, California

APRIL 29, 2015

RECEIVED

MAY 04 2015

Placer County Air Pollution
Control District

PROOF OF PUBLICATION
THE AUBURN JOURNAL
1030 High Street
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<http://www.placer.ca.gov/departments/air>



Placer County
— CALIFORNIA —

Air Pollution Control



The Air Pollution Control District (APCD) is a special district created by state law to enforce local, state and federal air pollution regulations. Our vision is to achieve and maintain clean air standards throughout Placer County. In April 2000, the Board of Directors adopted the APCD's [Mission Statement](#) .

Map to the District's Offices

[Burn Day Information](#) [Online Complaints](#) [Online Payments](#)

News, Events, and Information

[Proposed Budget FY15-16 Public Hearing Notice](#)

[Public Hearing Notice for Thursday, June 11, 2015, 2:30 pm, 175 Fulweiler Ave. Auburn, California](#)

Written comments or questions should be submitted by 4:00 p.m., June 1, 2015, and addressed to Placer County Air Pollution Control District, 110 Maple Street, Auburn, CA 95603, Attention: Yushuo Chang, Planning and Monitoring Manager. The District's telephone number is (530)745-2330

[Placer County's Proposed Ozone Emergency Episode Plan \(Final Draft - .pdf\)](#)

Adoption of this plan is a requirement of the Federal Clean Air Act for prevention of air pollution emergency episodes.

[California's Progress Toward Clean Air - 2015 CAPCOA Report](#)

- [Clean Air Legacy](#) Video illustrating air quality challenges and accomplishments along with local air district efforts, including Placer County Air Pollution Control District's efforts to improve air quality and achieve air quality standards.