



COUNTY OF PLACER
Community Development/Resource Agency

PLANNING

Michael J. Johnson, AICP
Agency Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, AICP
CDRA Director
By Brett Storey, Senior Management Analyst

DATE: May 18, 2010

SUBJECT: Three Clean Air Grant agreements in the amount of \$40,000, \$35,000 and \$22,000 from the Placer County Air Pollution Control District and related budget revisions for FY 2010/11 for the biomass program.

ACTION REQUESTED:

Staff requests that your Board authorize the Chairman to sign three Clean Air Grant agreements in the amount of \$40,000, \$35,000 and \$22,000 from the Placer County Air Pollution Control District for the biomass program and approve the related budget revisions for FY 2010/11.

BACKGROUND:

Placer County has been awarded three Clean Air Grants (CAG's) in the amount of \$40,000, \$35,000 and \$22,000 from the Placer County Air Pollution Control District (PCAPCD). These are follow-on grants that support the County's efforts in these areas to keep successful programs in place. In addition to these awards, the County and our partners intend to provide some matching funds for these programs to ensure we assist the largest possible area within our communities. This fits with the Board's desire to provide for biomass utilization and fire protection as stated in the BOS approved Strategic Plan. A combination of matching funding dollars will come from the USFS (based on acre's treated), California State Parks (CSP) and California Tahoe Conservancy (CTC) and HR 2389 Title III funding (The BOS will get the matching fund request with an item on the June 8 agenda). These grants must be approved by the BOS and encumbered by the PCAPCD by the end of May to meet the end of the fiscal year policy. Grant work will not begin until all funds and contracts have been approved. The grant money is eligible to be used until May 31 2012.

One grant was awarded for a joint US Forest Service (USFS)/Placer County program (\$40,000) that will pool resources and provide a process to remove, chip and haul the accessible standing piles of wood materials in the Lake Tahoe Basin Management Unit to nearby biomass energy facilities. The Lake Tahoe Basin Management Unit has agreed to participate with Placer County to make the accessible material available and to provide \$35,000 in matching dollars.

The second grant awarded (\$35,000) is for a joint program with the CTC and CSP to remove the biomass they create within Placer County and haul it to make renewable energy. This is a new relationship that should lead to a sustainable long term supply chain of biomass for our proposed biomass facility. Each agency has agreed to provide the matching funds for this grant (Approximately \$5,000 each).

The third grant awarded (\$22,000) is for a project that promotes woody biomass capture and usage through our biomass box program and our regional collection sites to the nearest biomass-to-electricity facility in the Tahoe region. Placer County will provide matching funding from the HR2389 Title III dollars to support this effort (\$10,000).

Due to the efforts of your Board, these programs have become very successful and we are reaching more areas to remove this material creating better fire prevention and reduced air pollution. These three projects will remove hundreds of tons of air pollution from our region, create green electricity and allow us to track the costs and logistical efforts for future program development.

FISCAL IMPACT:

Work will not begin until all funds are committed to the County. The contractor will be paid from department funds and then reimbursed from all sources including the PCAPCD, the USFS, the CTC and the CSP. Each of the contracts with the USFS, CTC and CSP will be brought back to your Board for consideration and the Title III funds will be brought to your Board with a separate action by the County Executive Officer at your June 8, 2010 Hearing.

Respectfully submitted,



MICHAEL J. JOHNSON, AICP
Director of Planning

Attached to this report for the Board's information/consideration are:

ATTACHMENTS:

- Exhibit 1: APCD Contract #25341
- Exhibit 2: APCD Contract #25342
- Exhibit 3: APCD Contract #25343
- Exhibit 4: Letters of Commitment
- Exhibit 5: FY 2010/11 Budget Revisions

cc: Holly Heinzen, Assistant CEO
Scott Finley, Supervising Deputy County Counsel

Agreement Number CN025341

DESCRIPTION: IMPLEMENT A PROGRAM TO PROVIDE COMMUNITY FIRE PREVENTION ASSISTANCE AND BIOMASS UTILIZATION IN THE LAKE TAHOE AREA OF PLACER COUNTY

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and Placer County Planning Department (hereinafter "CONTRACTOR").

RECITALS

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

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

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

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

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

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

WHEREAS, the PCAPCD Board of Directors has approved Resolution #10-02, authorizing the Air Pollution Control Officer to sign and amend as needed, grant agreements and contracts for approved projects listed in the table "PCAPCD Clean Air Projects 2010".

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

1. Contract Period

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

2. Services

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

3. Payment

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

4. **Notices**

- a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered and addressed to the parties as follows:

PCAPCD:

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

CONTRACTOR:

Mr. Brett Storey
Placer County Planning Department
3091 County Center Drive, Suite 140
Auburn, CA 95603

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

5. **Obligations of PCAPCD**

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

6. **Obligations of CONTRACTOR**

- a) CONTRACTOR has or will obtain all additional funding set forth in Exhibit B of this AGREEMENT
- b) CONTRACTOR has or will obtain all required licenses, permits, fees, and other legal authorizations from all applicable Federal, State, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT described in Exhibit A

- c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit B
- d) No component of the monies to be paid by PCAPCD to CONTRACTOR will be used for grant administration or any interest costs
- e) CONTRACTOR shall provide proof of PROJECT completion and verification of costs as set forth in Exhibit A and paragraph 3.

7. **Hold Harmless/Indemnity**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PCAPCD 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 PCAPCD arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PCAPCD) 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 PCAPCD or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PCAPCD 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 PCAPCD means PCAPCD or its officers, agents, employees, and volunteers.

8. **Insurance Requirements**

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

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

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

10. Non-Discrimination

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

11. Records and Documents

- a. CONTRACTOR shall maintain at all times complete, detailed records with regard to work performed under this AGREEMENT, in a form acceptable to PCAPCD, and PCAPCD shall have the right to inspect such records at any reasonable time.
- b. CONTRACTOR agrees to return to PCAPCD, upon termination of this AGREEMENT, all documents, drawings, photographs, and other written or graphic material, however produced, received from PCAPCD and used by CONTRACTOR in the performance of its services. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by CONTRACTOR in connection with its performance of services hereunder shall be, and shall remain after termination of this AGREEMENT, the property of PCAPCD and may be used by the PCAPCD for any purpose whatsoever. PCAPCD agrees that any future use of documents produced by the CONTRACTOR under the terms of this contract shall be at the sole discretion of the PCAPCD and CONTRACTOR shall bear no liability for the decisions on whether and how to use such documents.

12. Independent Status

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

13. Warranties

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

14. Licenses, Permits, Etc

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

15. Assignment or Transfer

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

16. Modification of Agreement

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

17. Waiver

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

18. Entirety of AGREEMENT

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

19. Jurisdiction

This AGREEMENT, and the right and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California.

If any action is instituted to enforce or interpret this AGREEMENT, venue shall only be in the appropriate state or federal court having venue over matters arising in Placer County, California, provided that nothing in this AGREEMENT shall constitute a waiver of immunity to suit by the PCAPCD.

20. Exhibits

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

The parties so agree.

PCAPCD:

Thomas J. Christofk
Air Pollution Control Officer

Date

CONTRACTOR:

Kirk Uhler, Chairman
Placer County Board of Supervisors

Date

EXHIBIT - A - WORK STATEMENT

Contract Number: CN025341

CONTRACTOR: Placer County Planning Department

PROJECT Title: Tahoe Regional Community Biomass Conversion Program

Prior to funding CONTRACTOR shall:

1. reduce open burning in the Tahoe area of Placer County by providing biomass boxes in communities that clear their land for fire prevention, and transport the wood waste to a local biomass agency to be burned as a fuel source.
2. implement the program based on the outline provided in their 2010 Clean Air Grant application.
3. maintain records on the number of tons of wood waste collected, the location it was collected, and the number of tons burned as fuel.
4. provide copies of contractual agreements relative to this project to the District.
5. adhere to time constraints in paragraph 3 of the AGREEMENT for encumbrance and disbursement of funds. The District may require a pre- and post-inspection in order to verify that contractual requirements have been met.
6. notify the District in writing if installation and/or implementation of this project will deviate from the scope of work outlined in the CONTRACTOR'S 2010 Clean Air Grant Application. This notification will be submitted at least 30 days in advance of any request for payment and must be approved by the APCO prior to the disbursement of any funds.
7. post signage or find appropriate locations in which to advertise that partial funding for this program was made available by the District. Any Graphics used for this purpose must be approved by District Staff.

CONTRACTOR shall submit to the PCAPCD a Final Reports as described in Exhibit C. The Final Report shall be submitted within 90 days after the first year of implementation. **Ten (10) percent of the contract amount will be withheld until the PCAPCD receives and approves the submittal of the final report as outlined in Exhibit C – Final Report Format.**

If for any reason, after project funding, the equipment/project funded under this contract does not perform according to what was submitted in the 2010 CAG application or if the conditions of this contract are not met, the PCPACD may seek reimbursement of grant funds.

EXHIBIT B- PAYMENT SCHEDULE

To Contract Number CN025341

2010

CONTRACTOR: Placer County Planning Department

Budget:

Amount Awarded by PCAPCD: \$ 22,000
Co-Funding, not less than: \$ 10,000
Estimated Total PROJECT Amount: \$ 32,000

PROJECT Title:

Tahoe Regional Community Biomass Conversion Program

PROJECT Time Line:

Proposed Start Date: June 1, 2010
Final Date to Receive Co-Funding: n/a
Proposed End Date: May 31, 2011

Ten (10) percent of the contract amount will be withheld until the PCAPCD receives and approves the submittal of the final report as outlined in Exhibit C – Final Report Format.

Contract Term:

The contract term of this AGREEMENT shall begin on the date signed by both parties and conclude on or before May 31, 2011, unless terminated or amended.

Project Description:

Implement a program to provide community fire prevention assistance and biomass utilization in the Lake Tahoe area of Placer County.

Payment:

The PCAPCD will provide up to Twenty-Two Thousand dollars (\$22,000) in funding for the Community Biomass Conversion Program in accordance with the requirements listed in Exhibit A, Work Statement and Exhibit B- Payment Schedule.

EXHIBIT C- FINAL REPORT FORMAT

Contract Number CN025341

The final report shall be submitted within 90 days after the first year of operation and include the following information:

1. Identify the project being reported including contract number.
2. Describe any problems encountered during project implementation. Identify any services not performed as outlined in the 2010 Clean Air Grant application.
3. List the total number of tons of wood waste collected and the total tons of wood waste burned as fuel.
4. List the locations or communities that were serviced under this grant.

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

Agreement Number CN025342

**DESCRIPTION: IMPLEMENTATION OF A BIOMASS TO ENERGY
CONVERSION PROGRAM IN THE USFS LAKE TAHOE BASIN
MANAGEMENT UNIT AREA**

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and Placer County Planning Department (hereinafter "CONTRACTOR").

RECITALS

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

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

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

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

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

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

WHEREAS, the PCAPCD Board of Directors has approved Resolution #10-02, authorizing the Air Pollution Control Officer to sign and amend as needed, grant agreements and contracts for approved projects listed in the table "PCAPCD Clean Air Projects 2010".

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

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- b) This contract may be canceled by either party upon serving thirty (30) days notice in writing to the other party.

2. Services

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

3. Payment

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

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

5. **Obligations of PCAPCD**

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

6. **Obligations of CONTRACTOR**

- a) CONTRACTOR has or will obtain all additional funding set forth in Exhibit B of this AGREEMENT
- b) CONTRACTOR has or will obtain all required licenses, permits, fees, and other legal authorizations from all applicable Federal, State, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT described in Exhibit A

- c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit B
- d) No component of the monies to be paid by PCAPCD to CONTRACTOR will be used for grant administration or any interest costs
- c) CONTRACTOR shall provide proof of PROJECT completion and verification of costs as set forth in Exhibit A and paragraph 3.

7. **Hold Harmless/Indemnity**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PCAPCD 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 PCAPCD arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PCAPCD) 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 PCAPCD or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PCAPCD 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 PCAPCD means PCAPCD or its officers, agents, employees, and volunteers.

8. **Insurance Requirements**

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

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

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

10. **Non-Discrimination**

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

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

12. **Independent Status**

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

13. Warranties

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

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

15. Assignment or Transfer

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

16. Modification of Agreement

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

17. Waiver

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

18. Entirety of AGREEMENT

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

19. Jurisdiction

This AGREEMENT, and the right and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California.

If any action is instituted to enforce or interpret this AGREEMENT, venue shall only be in the appropriate state or federal court having venue over matters arising in Placer County, California, provided that nothing in this AGREEMENT shall constitute a waiver of immunity to suit by the PCAPCD.

20. Exhibits

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

The parties so agree.

PCAPCD:

Thomas J. Christofk
Air Pollution Control Officer

Date

CONTRACTOR:

Kirk Uhler, Chairman
Placer County Board of Supervisors

Date

EXHIBIT - A - WORK STATEMENT

Contract Number: CN025342

CONTRACTOR: Placer County Planning Department

PROJECT Title: Implementation of a Biomass Conversion Program in the USFS Lake Tahoe Basin Management Unit Area.

Prior to funding CONTRACTOR shall:

1. in partnership with the USFS, reduce open pile/slash burning within the LTBMU in Placer County by removing, chipping, and hauling woody material and waste to nearby biomass facilities.
2. implement the program based on the outline provided in their 2010 Clean Air Grant application.
3. keep records on the number of tons of wood waste collected.
4. provide copies of contractual agreements/invoices relative to this project to the District.
5. adhere to time constraints in paragraph 3 of the AGREEMENT for encumbrance and disbursement of funds. The District may require a pre- and post-inspection in order to verify contractual requirements have been met.
6. notify PCAPCD in writing if installation and/or implementation of this project will deviate from the scope of work outlined in the CONTRACTOR'S 2010 Clean Air Grant Application. This notification will be submitted at least 30 days in advance of any request for payment and must be approved by the APCO prior to the disbursement of any funds.
7. post signage or find appropriate locations in which to advertise that funding for this program was made available by the District. Graphics used for this purpose must be approved by District Staff.

CONTRACTOR shall submit to the PCAPCD a Final Reports as described in Exhibit C. The Final Report shall be submitted within 90 days after the first year of implementation. **Ten (10) percent of the contract amount will be withheld until the PCAPCD receives and approves the submittal of the final report as outlined in Exhibit C – Final Report Format.**

If for any reason, after project funding, the equipment/project funded under this contract does not perform according to what was submitted in the 2010 CAG application or if the conditions of this contract are not met, the PCPACD may seek reimbursement of grant funds.

EXHIBIT B- PAYMENT SCHEDULE

To Contract Number CN025342

2010

CONTRACTOR: Placer County Planning Department

Budget:

| | |
|---------------------------------|-----------|
| Amount Awarded by PCAPCD: | \$ 40,000 |
| Co-Funding, not less than: | \$ 35,000 |
| Estimated Total PROJECT Amount: | \$ 75,000 |

PROJECT Title:

Implementation of a Biomass Conversion Program in the Lake Tahoe Basin Management Unit Area (LTBMU)

PROJECT Time Line:

| | |
|-----------------------------------|--------------|
| Proposed Start Date: | June 1, 2010 |
| Final Date to Receive Co-Funding: | n/a |
| Proposed End Date: | May 31, 2011 |

Ten (10) percent of the contract amount will be withheld until the PCAPCD receives and approves the submittal of the final report as outlined in Exhibit C – Final Report Format.

Contract Term:

The contract term of this AGREEMENT shall begin on the date signed by both parties and conclude on or before **May 31, 2011**, unless terminated or amended.

Project Description:

Implement a biomass conversion program within the Placer County portions of the LTBMU as an alternative to burning.

Payment:

The PCAPCD will provide up to Forty Thousand dollars (\$40,000) in funding for the biomass conversion program in accordance with the requirements listed in Exhibit A, Work Statement and Exhibit B- Payment Schedule.

EXHIBIT C- FINAL REPORT FORMAT

Contract Number CN025342

The final report shall be submitted within 90 days after the first year of operation and include the following information:

1. Identify the project being reported including contract number.
2. Describe any problems encountered during project implementation. Identify any services not performed as outlined in the 2010 Clean Air Grant application.
3. List the total number of tons of wood waste collected and the total tons of wood waste burned as fuel.
4. List the areas or general locations that were serviced under this grant.

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

Agreement Number CN025343

DESCRIPTION: IMPLEMENTATION OF A BIOMASS TO ENERGY CONVERSION PROGRAM WITH THE STATE OF CALIFORNIA IN THE LAKE TAHOE BASIN

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and Placer County Planning Department (hereinafter "CONTRACTOR").

RECITALS

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

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

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

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

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

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

WHEREAS, the PCAPCD Board of Directors has approved Resolution #10-02, authorizing the Air Pollution Control Officer to sign and amend as needed, grant agreements and contracts for approved projects listed in the table "PCAPCD Clean Air Projects 2010".

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

1. Contract Period

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

2. Services

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

3. Payment

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

4. **Notices**

- a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered and addressed to the parties as follows:

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

CONTRACTOR:
Mr. Brett Storey
Placer County Planning Department
3091 County Center Drive, Suite 140
Auburn, CA 95603

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

5. **Obligations of PCAPCD**

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

6. **Obligations of CONTRACTOR**

- a) CONTRACTOR has or will obtain all additional funding set forth in Exhibit B of this AGREEMENT
- b) CONTRACTOR has or will obtain all required licenses, permits, fees, and other legal authorizations from all applicable Federal, State, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT described in Exhibit A

- c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit B
- d) No component of the monies to be paid by PCAPCD to CONTRACTOR will be used for grant administration or any interest costs
- e) CONTRACTOR shall provide proof of PROJECT completion and verification of costs as set forth in Exhibit A and paragraph 3.

7. **Hold Harmless/Indemnity**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PCAPCD 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 PCAPCD arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PCAPCD) 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 PCAPCD or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PCAPCD 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 PCAPCD means PCAPCD or its officers, agents, employees, and volunteers.

8. **Insurance Requirements**

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

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

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

10. Non-Discrimination

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

11. Records and Documents

- a. CONTRACTOR shall maintain at all times complete, detailed records with regard to work performed under this AGREEMENT, in a form acceptable to PCAPCD, and PCAPCD shall have the right to inspect such records at any reasonable time.
- b. CONTRACTOR agrees to return to PCAPCD, upon termination of this AGREEMENT, all documents, drawings, photographs, and other written or graphic material, however produced, received from PCAPCD and used by CONTRACTOR in the performance of its services. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by CONTRACTOR in connection with its performance of services hereunder shall be, and shall remain after termination of this AGREEMENT, the property of PCAPCD and may be used by the PCAPCD for any purpose whatsoever. PCAPCD agrees that any future use of documents produced by the CONTRACTOR under the terms of this contract shall be at the sole discretion of the PCAPCD and CONTRACTOR shall bear no liability for the decisions on whether and how to use such documents.

12. Independent Status

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

13. **Warranties**

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

14. **Licenses, Permits, Etc**

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

15. **Assignment or Transfer**

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

16. **Modification of Agreement**

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

17. **Waiver**

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

18. **Entirety of AGREEMENT**

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

19. **Jurisdiction**

This AGREEMENT, and the right and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California.

If any action is instituted to enforce or interpret this AGREEMENT, venue shall only be in the appropriate state or federal court having venue over matters arising in Placer County, California, provided that nothing in this AGREEMENT shall constitute a waiver of immunity to suit by the PCAPCD.

20. Exhibits

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

The parties so agree.

PCAPCD:

By: Thomas J. Christofk
Air Pollution Control Officer

Date

CONTRACTOR:

Kirk Uhler, Chairman
Placer County Board of Supervisors

Date

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EXHIBIT - A - WORK STATEMENT

Contract Number: CN025342

CONTRACTOR: Placer County Planning Department

PROJECT Title: State Agency Tahoe Basin Biomass Conversion Program

Prior to funding CONTRACTOR shall:

1. in partnership with the State of California, reduce open pile/slash burning within the Placer County portion of the Lake Tahoe Basin by removing, chipping, and hauling woody material and waste to nearby biomass facilities.
2. implement the program based on the outline provided in their 2010 Clean Air Grant application.
3. keep records on the number of tons of wood waste collected.
4. provide copies of contractual agreements/invoices relative to this project to the District.
5. adhere to time constraints in paragraph 3 of the AGREEMENT for encumbrance and disbursement of funds. The District may require a pre- and post-inspection in order to verify contractual requirements have been met.
6. notify PCAPCD in writing if installation and/or implementation of this project will deviate from the scope of work outlined in the CONTRACTOR'S 2010 Clean Air Grant Application. This notification will be submitted at least 30 days in advance of any request for payment and must be approved by the APCO prior to the disbursement of any funds.
7. post signage or find appropriate locations in which to advertise that funding for this program was made available by the District. Graphics used for this purpose must be approved by District Staff.

CONTRACTOR shall submit to the PCAPCD a Final Report as described in Exhibit C. The Final Report shall be submitted within 90 days after the first year of implementation. **Ten (10) percent of the contract amount will be withheld until the PCAPCD receives and approves the submittal of the final report as outlined in Exhibit C - Final Report Format.**

If for any reason, after project funding, the equipment/project funded under this contract does not perform according to what was submitted in the 2010 CAG application or if the conditions of this contract are not met, the PCPACD may seek reimbursement of grant funds.

EXHIBIT B- PAYMENT SCHEDULE

To Contract Number CN025343

2010

CONTRACTOR: Placer County Planning Department

Budget:

Amount Awarded by PCAPCD: \$ 35,000
Co-Funding, not less than: \$ 9,000
Estimated Total PROJECT Amount: \$ 44,000

PROJECT Title:

State Agency Tahoe Basin Biomass Conversion Program

PROJECT Time Line:

Proposed Start Date: June 1, 2010
Final Date to Receive Co-Funding: n/a
Proposed End Date: May 31, 2011

Ten (10) percent of the contract amount will be withheld until the PCAPCD receives and approves the submittal of the final report as outlined in Exhibit C – Final Report Format.

Contract Term:

The contract term of this AGREEMENT shall begin on the date signed by both parties and conclude on or before **May 31, 2011**, unless terminated or amended.

Project Description:

Implement a biomass conversion program within the Placer County portions of the Lake Tahoe Basin.

Payment:

The PCAPCD will provide up to Thirty-Five Thousand dollars (\$35,000) in funding for the biomass conversion program in accordance with the requirements listed in Exhibit A, Work Statement and Exhibit B- Payment Schedule.

EXHIBIT C- REPORT FORMAT

Contract Number CN025343

The final report shall be submitted within 90 days after the first year of operation and include the following information:

1. Identify the project being reported including contract number.
2. Describe any problems encountered during project implementation. Identify any services not performed as outlined in the 2010 Clean Air Grant application.
3. List the total number of tons of wood waste collected and the total tons of wood waste burned as fuel.
4. List the areas or general locations that were serviced under this grant.

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

CALIFORNIA TAHOE CONSERVANCY

3091 County Center Drive
Auburn, CA 95603



February 23, 2010

Heather Kuklo
Placer County Air Pollution Control District
3091 County Center Drive
Suite 240
Auburn, CA 95603

Dear Ms. Kuklo:

I am writing this letter in support of the Placer County National Forest Biomass Removal Program which Placer County is submitting to you for grant funding.

Placer County has implemented programs which provide fire prevention assistance and reduce air pollution by removing woody biomass as opposed to burning. The California Tahoe Conservancy (Conservancy) owns land area in Placer County with extensive woody biomass. Woody biomass is traditionally piled and burned as the last step in forest thinning operations due to a variety of factors including accessibility, slope, and other environmental or operational constraints. The Conservancy believes that we can pool our resources and allow Placer County to fund this woody biomass to nearby biomass energy facilities. The Conservancy is contributing \$10,000 of matching dollars to this project and can rely on several state authorities to enter into an agreement with Placer County for this project. The Conservancy's goal is to remove the highest priority piles and work towards a sustainable solution to treating the excess biomass material within the Tahoe Basin.

If you should have any other questions or need additional information, please contact Tina Carlson, of my staff at (530) 543-6000.

Sincerely,

Ray Lacey
Deputy Director

Exhibit 4

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DEPARTMENT OF PARKS AND RECREATION • P.O. Box 942896 • Sacramento, CA 94296-001

Ruth G. Coleman, Director

Sierra District
P.O. Box 266
7360 West Lake Blvd
Tahoma, CA 96142
(530) 525-7232
FAX (530) 525-3380

February 25, 2010

Ms. Heather Kuklo
Placer County Air Pollution Control District
3091 County Center Dr., Suite 240
Auburn, CA 95603

Dear Ms. Kuklo:

I am writing this letter in support of the Placer County National Forest Biomass Removal Program which Placer County is submitting to your organization for grant funding.

Placer County has implemented programs to provide fire prevention assistance and reduce air pollution by removing woody biomass rather than burning. The California State Parks has forested park units in and adjacent to Placer County that we plan to thin to reduce the fuels and will generate large amounts of accessible woody biomass. These materials are traditionally piled and burned at the end of our forest thinning operations due a variety of factors including accessibility, slope, and other environmental or operational constraints. After a successful program with Placer County and the grant funding your agency provided in 2009, the California State Parks believes that we can pool our resources and allow Placer County to haul the accessible materials to nearby biomass energy facilities. We were very happy with the biomass removal last year by Placer County and your grant funding. Therefore in order to continue this program, we are willing to contribute \$10,000 of matching dollars to this project. The California State Parks will enter into a Memorandum of Understanding with Placer County for the removal of our biomass. Our goal would be to remove the highest priority piles and to work towards a sustainability solution to the excess biomass material within the Tahoe Basin.

If you have any questions or require additional information, please do not hesitate to contact our registered professional forester, Rich Adams, at (530) 581-5746 or myself.

Sincerely,

Tamara Sasaki
Sr. Environmental Scientist
530/525-9535



United States
Department of
Agriculture

Forest
Service

Lake Tahoe Basin
Management Unit

35 College Drive
South Lake Tahoe, CA 96150
(530) 543-2600
(530) 543-0956 TTY

File Code: 5130

Date: February 25, 2010

Heather Kuklo
Placer County Air Pollution Control District
3091 County Center Drive
Auburn, CA 95603

Dear Ms. Kuklo;

I am writing this letter in support of the Placer County/US Forest Service (LTBMU) Biomass Removal Program, which Placer County is submitting to your organization for grant funding.

Placer County has implemented programs to provide fire prevention assistance and reduce air pollution by removing woody biomass rather than burning. The Lake Tahoe Basin Management Unit (LTBMU) manages portions of National Forest System lands in Placer County that have a large amount of accessible woody biomass. This material is traditionally piled and burned at the end of our forest thinning operations due a variety of factors including accessibility, slope, and other environmental or operational constraints. After a successful agreement Placer County (and the grant funding your agency provided) in 2009 the LTBMU believes that we can continue to pool our resources and allow Placer County to remove, chip and haul the accessible biomass to nearby biomass energy facilities. The LTBMU can enter into another participating agreement with Placer County for the removal of biomass where we will provide proportionate funding on a per acre cost basis as we have done in the past grant. Our goal continues to be to utilize, where feasible, biomass rather than creating burn piles that will contribute to a sustainable solution to the excess biomass material within the Tahoe Basin.

If you should have any other questions or need additional information, please contact David Fournier, of my staff at (530) 543-2626.

Sincerely,

/s/ Terri Marceron
TERRI MARCERON
Forest Supervisor



PLACER COUNTY

PAS DOCUMENT NO. _____

BUDGET REVISION

Cash Transfer Required
 Reserve Cancellation Required
 Establish Reserve Required

Auditor-Controller
 County Executive
 Board of Supervisors

POST DATE:

| DEPT NO. | DOC TYPE | Total \$ Amount | TOTAL LINES |
|----------|----------|-----------------|-------------|
| 06 | BR | 150,000.00 | 3 |

| ESTIMATED REVENUE ADJUSTMENT | | | | | | | | | | APPROPRIATION ADJUSTMENT | | | | | | | | | | | | |
|------------------------------|-----|-----|------|----------|--------|-----|------|--------|-----------|--------------------------|--------------|-----|-----|------|----------|--------|-----|------|--------|-----------|-----------|--|
| DEPT NO. | T/C | Rev | Fund | Sub Fund | OCA | FCA | OBJ | GRANT | GRANT DTL | AMOUNT | DEPT NO. | T/C | Rev | Fund | Sub Fund | OCA | FCA | OBJ | GRANT | GRANT DTL | AMOUNT | |
| 06 | 006 | | 100 | | BIOMAS | | 7473 | 10APCD | 020000 | 40,000.00 | 06 | 014 | | 100 | | BIOMAS | | 2555 | 10APCD | 020000 | 75,000.00 | |
| 06 | 006 | | 100 | | BIOMAS | | 7326 | | | 35,000.00 | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | 75,000.00 | TOTAL | | | | | | | | | | 75,000.00 | |

REASON FOR REVISION: Clean Air Grant from APCD - Contract number CN025342

Prepared by Amy Townley Ext 3079
 Department Head *[Signature]*
 Board of Supervisors _____

Date: 5/11/10
 Page: _____

Budget Revision # _____ FOR INDIVIDUAL DEPT USE

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PLACER COUNTY
BUDGET REVISION

FAS DOCUMENT NO.

POST DATE:

- Cash Transfer Required
 Reserve Cancellation Required
 Establish Reserve Required

- Auditor-Controller
 County Executive
 Board of Supervisors

| DEPT NO. | DOC TYPE | Total \$ Amount | TOTAL LINES |
|----------|----------|-----------------|-------------|
| 06 | BR | 89,898.00 | 3 |

| ESTIMATED REVENUE ADJUSTMENT | | | | | | | | | | APPROPRIATION ADJUSTMENT | | | | | | | | | | | | |
|------------------------------|-----|-----|------|----------|--------|-----|-------|--------|-----------|--------------------------|--------------|-----|-----|------|----------|--------|-----|-------|--------|-----------|-----------|--|
| DEPT NO. | T/C | Rev | Fund | Sub Fund | OCA | FCA | OBJ 3 | GRANT | GRANT DTL | AMOUNT | DEPT NO. | T/C | Rev | Fund | Sub Fund | OCA | FCA | OBJ 3 | GRANT | GRANT DTL | AMOUNT | |
| 06 | 006 | | 100 | | BIOMAS | | 7473 | 10APCD | 010000 | 35,000.00 | 06 | 014 | | 100 | | BIOMAS | | 2555 | 10APCD | 010000 | 44,949.00 | |
| 06 | 006 | | 100 | | BIOMAS | | 7473 | | | 9,949.00 | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | 44,949.00 | TOTAL | | | | | | | | | | 44,949.00 | |

REASON FOR REVISION: Clean Air Grant from APCD - Contract number CN025343

Prepared by Amy Townley Ext 3079
 Department Head _____
 Board of Supervisors _____

Date: 5/11/10
 Page: _____

Budget Revision # _____ FOR INDIVIDUAL DEPT USE

69

FOR CASH TRANSFERS & RESERVE CANCELLATIONS PLEASE PROVIDE THE FOLLOWING
Fund/subfund - OCA - PCA - G/L - Sub G/L

PLACER COUNTY

BUDGET REVISION

PAS DOCUMENT NO.

POST DATE:

- Cash Transfer Required
- Reserve Cancellation Required
- Establish Reserve Required

- Auditor-Controller
- County Executive
- Board of Supervisors

| DEPT NO. | DOC TYPE | Total \$ Amount | TOTAL LINES |
|----------|----------|-----------------|-------------|
| 06 | BR | 64,000.00 | 3 |

| ESTIMATED REVENUE ADJUSTMENT | | | | | | | | | | APPROPRIATION ADJUSTMENT | | | | | | | | | | | | |
|------------------------------|-----|-----|------|----------|--------|-----|-------|--------|-----------|--------------------------|--------------|-----|-----|------|----------|--------|-----|-------|--------|-----------|------------------|--|
| DEPT NO. | T/C | Rev | Fund | Sub Fund | OCA | PCA | OBJ 3 | GRANT | GRANT DTL | AMOUNT | DEPT NO. | T/C | Rev | Fund | Sub Fund | OCA | PCA | OBJ 3 | GRANT | GRANT DTL | AMOUNT | |
| 06 | 006 | | 100 | | BIOMAS | | 7473 | 10APCD | 030000 | 22,000.00 | 06 | 014 | | 100 | | BIOMAS | | 2555 | 10APCD | 030000 | 32,000.00 | |
| 06 | 006 | | 100 | | BIOMAS | | 7473 | | | 10,000.00 | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | 32,000.00 | TOTAL | | | | | | | | | | 32,000.00 | |

REASON FOR REVISION: Clean Air Grant from APCD - Contract number CN025341

Prepared by Amy Townley Ext 3079
 Department Head [Signature]
 Board of Supervisors _____

Date: 5/11/10
 Page: _____

Budget Revision # _____ FOR INDIVIDUAL DEPT USE

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