

AMADOR AIR DISTRICT BOARD OF DIRECTORS

810 Court Street, Jackson, California 95642

AGENDA

Tuesday, December 10, 2019 at 1:30 p.m.

Please Note: All Air District Board meetings are recorded.

Anyone who wishes to address the Board must speak from the podium and should print their name on the Board Meeting Speaker list, which is located on the podium. The Clerk will collect the list at the end of the meeting. If you are disabled and need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board, at 209-257-0112 or 209-257-0116 (fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting.

Determination of a Quorum:

Pledge of Allegiance:

Approval of Agenda: Approval of the agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code).

Public Matters Not on the Agenda: Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador Air District Board of Directors; however, any matter that requires action may be referred to staff and/or a committee for a report and recommendation for possible action at a subsequent Board meeting. **Please note - there is a five (5) minute limit per topic.**

Administrative Matters:

1. **Interim and Appointment Process for New APCO:** Action
2. **Carl Moyer Rural Assistance Program (RAP) Application and Resolution 19-09:** Action
3. **Woodstove Replacement Program with El Dorado County AQM District (MOU):** Action.

Correspondence:

Adjournment: Until next meeting on January 21, 2020 at 1:30pm

Amador Air District

Memorandum

December 10, 2019

To: Board of Directors

From: Herminia Perry, Administrative Technician

Subject: Interim and Appointment Process for New APCO

As of November 22, 2019, Jim McHargue resigned. No new Air Pollution Control Officer has been appointed for Amador Air District.

Recommendation: Discussion and possible action for interim and/or appointment of new Air Pollution Control Officer (APCO).

Amador Air District

Memorandum

December 10, 2019

To: Board of Directors

From: Herminia Perry, Administrative Technician

Subject: Carl Moyer Rural District Assistance Program (RAP) Application

At the beginning of this year, the Board moved a resolution approving Amador Air District (AAD) to designate our funds to the Rural Assistance Program (RAP) for years 21 through 25. Something happened at State level and Jim McHargue, former Air Pollution Control Officer, was asked to rescind our funding for year 21 or else it would have to go back to the State. In doing so, our resolution was no longer valid for the remaining years.

Applications for funding year 22 are due by January 10th and we need to designate our funds for current year 22 through year 26. This option allows us to continue receiving the future solicitations but to take no action unless we choose to change or rescind our designation.

I have prepared Resolution 19-09 for approval and signature.

Recommendation: Approve by motion the application and Resolution 19-09 for signature by the Board Chairman.

**BEFORE THE BOARD OF DIRECTORS OF THE
AMADOR AIR DISTRICT
COUNTY OF AMADOR, STATE OF CALIFORNIA**

In the Matter of:

RESOLUTION NO. 19-09

RESOLUTION AUTHORIZING THE AMADOR AIR DISTRICT TO PARTICIPATE IN THE CARL MOYER PROGRAM FUNDS FROM THE CALIFORNIA AIR RESOURCES BOARD AND ALLOCATING FUND TO THE RURAL DISTRICT ASSISTANCE PROGRAM (RAP) FOR YEAR 22 THROUGH YEAR 26

WHEREAS, California Health and Safety Code sections 44275-44299.2 authorize the California Air Resources Board (ARB) to allocate Carl Moyer Program (CMP) funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emissions from on-road, marine, locomotive, agricultural, and off-road engines;

WHEREAS, *Amador Air District* has successfully implemented Carl Moyer Program projects in past years to reduce emissions and improve air quality in *the Mountain Counties Air Basin* and seeks to continue to reduce emissions from diesel engines through clean air projects;

WHEREAS, California Health and Safety Code section 44287 requires air districts participating in the Carl Moyer Program to provide match funding, and Carl Moyer Program Guidelines (CMP Guidelines) have established a match requirement of 15 percent of State funds received, with an exemption from this requirement for districts receiving the minimum grant award of \$200,000;

WHEREAS, the District may also have projects that qualify for grant funds through the "Rural District Assistance Program" (RAP);

WHEREAS, the District may be invited to accept Carl Moyer Program funds from other districts through inter-district transfer;

NOW, THEREFORE, BE IT RESOLVED that the *Amador Air District* does hereby approve the District's continued participation in the Carl Moyer Program, and the acceptance of funds allocated and awarded to the District for eligible projects and program administration each year through Moyer Program year 26, in accordance with the terms and conditions of CMP grant agreements; and

BE IT FURTHER RESOLVED that the *Amador Air District* will comply with Carl Moyer Program requirements as specified in sections 44275 through 44299.2 of the Health and Safety Code, the applicable CMP Guidelines, and the District's CMP Policies and Procedures;

BE IT FURTHER RESOLVED that the *Amador Air District* commits to provide sufficient funds to meet the match requirements specified in the CMP Guidelines, as applicable, each year until through Moyer year 26; and

BE IT FURTHER RESOLVED that the *Amador Air District* authorizes the parties specified below to accept qualified projects, grant funds, and administrative funds awarded to the District through the RAP funding program each year through Moyer year 26; and

BE IT FURTHER RESOLVED that the *Amador Air District* authorizes the parties specified below to accept the transfer of up to \$200,000 in CMP funds from other districts wishing to transfer funds, each year through Moyer year 26;

BE IT FURTHER RESOLVED that the Air Pollution Control Officer and/or current Chairman of the Amador Air District Board of Directors is authorized to execute on behalf of the District grant agreements with ARB, and all other necessary documents to implement and carry out the purposes of this resolution, each year through Moyer year 26.

AYES:

NOES:

ABSENT:

Chairman, Board of Directors

Date

Clerk of the Board

ATTACHMENT 2: CARL MOYER PROGRAM FISCAL YEAR 2019-2020 (YEAR 22) APPLICATION
MSCD/ITAB-099 (REV. 10/2019) PAGE 1 OF 3

This application must be received by California Air Resources Board by **January 10, 2020**.

E-mail a signed application to Deborah Paselk at Deborah.Paselk@arb.ca.gov.

SECTION 1: APPLICANT DISTRICT

District Name: Amador Air District
Street Address: 810 Court Street
City/Zip Code: Jackson, 95642
Contact Person: Herminia Perry
Telephone Number: 209-257-0112
E-mail Address: hperry@amadorgov.org

SECTION 2: CARL MOYER PROGRAM FUNDING REQUEST

Check one box and if applicable, enter the dollar amount.

District requests:

<input type="checkbox"/> Tentative allocation ("Total Allocation" amount from Attachment 1).
<input type="checkbox"/> Greater amount than tentative allocation, if available: \$
<input type="checkbox"/> Minimum allocation of \$200,000 (no match required).
<input checked="" type="checkbox"/> Minimum allocation and authorizes the funds be designated to the Rural District Assistance Program (RAP) for these years. Identify the applicable years: <input checked="" type="checkbox"/> Current Year 22 <input checked="" type="checkbox"/> Year 23 <input checked="" type="checkbox"/> Year 24 <input checked="" type="checkbox"/> Year 25 <input checked="" type="checkbox"/> Year 26
<input type="checkbox"/> Tentative allocation and authorizes the funds be designated to a lead air district for these years. Identify the applicable years: <input type="checkbox"/> Current Year 22 <input type="checkbox"/> Year 23 <input type="checkbox"/> Year 24 <input type="checkbox"/> Year 25 <input type="checkbox"/> Year 26 Identify the Lead District:
<input type="checkbox"/> No Carl Moyer Program funds. District declines all funding for Year 22.

ATTACHMENT 2: CARL MOYER PROGRAM FISCAL YEAR 2019-2020 (YEAR 22) APPLICATION
MSCD/ITAB-099 (REV. 10/2019) PAGE 2 OF 3

**SECTION 3: DISTRICT MATCHING FUNDS
(15% OF FUNDING REQUEST, FOR APPLICATIONS OVER \$200,000)**

Total District Match:	
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Specify match funding by Source and Amount:

Source of Funding	Dollar Amount

Match Funds Subtotal:	
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Estimated In-Kind Administration:	
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SECTION 4: PROGRAM ADMINISTRATION

Check the box with the percentage for program administration that best applies to the District. If the District wishes to request a program administration grant percentage lower than the 6.25% or 12.5% allowed under statute (H&SC § 44299.1) please check last box and enter the percentage.

<input type="checkbox"/> 6.25% (District with one million or more inhabitants)
<input type="checkbox"/> 12.5% (District under one million inhabitants)
<input type="checkbox"/> The District requests program administration funds be included in this grant at a lower portion than allowed by statute.
Percent of the total grant:

SECTION 5: BOARD RESOLUTION

Check one box and complete the date if applicable.

<input checked="" type="checkbox"/> This application has been duly approved and authorized by the District governing board, as specified in the attached resolution.
<input type="checkbox"/> This application is scheduled to go before the District Board.
Date scheduled to go before the District Board:

ATTACHMENT 2: CARL MOYER PROGRAM FISCAL YEAR 2019-2020 (YEAR 22) APPLICATION
MSCD/ITAB-099 (REV. 10/2019) PAGE 3 OF 3

SECTION 6: DISTRICT CONTACT INFORMATION

District Air Pollution Control Officer	Telephone Number	Email Address:

District CMP Manager	Telephone Number	Email Address:
Bob Stimpson	(925) 759-2701	bstimpson@ci.jackson.ca.us

District Complete Mailing Address: 810 Court Street, Jackson, CA 95642
District Telephone Number: (209) 257-0112

SECTION 7: DISTRICT APCO/EO APPROVED SIGNATURE

To the best of my knowledge and belief, the information in this application is true and correct. Unless my district has declined or designated these grant funds, an up-to-date Carl Moyer Program District Policies and Procedures Manual, based on current Carl Moyer Program Guidelines, is maintained at the District's office.

Signature of Air Pollution Control Officer:	Date of Signature:
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Amador Air District

Memorandum

December 10, 2019

To: Board of Directors

From: Herminia Perry, Administrative Technician

Subject: Woodstove Replacement Program

Last year, Amador Air District signed a Memorandum of Understanding (MOU) with El Dorado Air Quality Management District (EDCAQMD) to participate in the State Woodstove Reduction Incentive Program (RIP). This statewide program puts cap-and-trade dollars to work by replacing out of compliance woodstoves in rural area economies thus improving public health and the environment.

As of January 31, 2020, our signed MOU will expire. Staff is recommending we continue participation in this program with EDCAQMD for the next round of funding. I have spoken with EDCAQMD's Air Pollution Control Officer and he is currently working on an updated MOU for signature, which will probably be completed before our next board meeting in January.

Recommendation: Authorize AAD staff to continue participation in the Woodstove Reduction Incentive Program and allow APCO and/or Board Chairman to sign new MOU agreement.

**EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT
AMADOR COUNTY AIR POLLUTION CONTROL DISTRICT
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made between the El Dorado County Air Quality Management District (“EDCAQMD”), and the Amador County Air Pollution Control District (“ACAPCD”).

1.0 Recitals

- 1.1 The State Woodstove Reduction Incentive Program (“RIP”) is part of a statewide program that puts cap-and-trade dollars to work strengthening rural area economies, improving public health and the environment, and reducing fire risk;
- 1.2 The California Air Resources Board (“CARB”) developed Program Guidelines for the implementation of the Woodsmoke Reduction Program (“Program”);
- 1.3 In accordance with the amended MOU between the California Air Pollution Control Officers Association (“CAPCOA”) and EDCAQMD, EDCAQMD will receive the funding allocated to ACAPCD to assist ACAPCD with replacement projects in Amador County and to fund projects in El Dorado County;
- 1.4 Incentive funding is available on a first-come, first served basis, and the Program will continue until the allocated funds are depleted;

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, the EDCAQMD and the ACAPCD agree as follows:

2.0 Terms and Conditions

2.1 Purpose of MOU

The purpose of this MOU is for EDCAQMD to accept funds on behalf of the ACAPCD in support of the State Woodstove Reduction Incentive Program.

2.2 Term of Contract

The term of this MOU will commence upon execution by all parties and terminate on January 31, 2020, or earlier upon mutual agreement between EDCAQMD and ACAPCD.

2.3 Scope of Work

EDCAQMD will administer the State Woodstove Reduction Incentive Program for ACAPCD as detailed in Exhibit A, including, but not limited to the following:

- Enter into agreements with appropriately licensed installers in Amador County.
- Advertise the program in newspapers, direct mailers, etc. to residents in areas of Amador County determined to be in areas of greatest need.

- Process all paperwork required by CARB for the Program.
- Process claims for payment to applicants with the El Dorado Auditor/Controller.
- Account for costs incurred and EDCAQMD staff time spent performing work under this MOU and reimburse itself from the funds covered by this MOU.

ACAPCD will assist with program administration as detailed in Exhibit A, including, but not limited to the following:

- Perform pre-inspections at residences in Amador County.

2.4 **Funding**

Funding is provided by Senate Bill 1613 from CARB through CAPCOA, and has been allocated to ACAPCD. ACAPCD and EDCAQMD agree to allow EDCAQMD to receive the funding allocated to ACAPCD in performance of this MOU. The initial allocation to ACAPCD is estimated to be \$100,000, which will be expended as detailed in Exhibit B. Additional future allocation to ACAPCD will be expended in the same method as represented in Exhibit B, should ACAPCD and EDCAQMD agree to continue the performance of this MOU with any future allocations.

2.5 **Final Report**

EDCAQMD will provide ACAPCD with electronic copies of the quarterly and closeout reports submitted to CAPCOA.

2.6 **Indemnification**

- a. EDCAQMD will indemnify and defend ACAPCD, its officers, agents and employees from and against all claims, demands, losses, damages, liability, costs, and expenses of whatever nature including court costs and Counsel fees, accruing or resulting to any person, firm, or corporation who may be injured by the intentional acts or negligence of El Dorado AQMD in the performance of its obligations under this MOU.
- b. ACAPCD will indemnify and defend El Dorado AQMD, its officers, agents and employees from and against all claims, demands, losses, damages, liability, costs, and expenses of whatever nature including court costs and Counsel fees, accruing or resulting to any person, firm, or corporation who may be injured by the intentional acts or negligence of ACAPCD in the performance of its obligations under this MOU.

2.7 **Alteration**

No alteration or variation of the terms of this MOU will be valid unless made in writing and signed by both parties.

2.8 **Termination**

Either party may terminate this MOU without cause upon thirty (30) days written notice served upon the other party. Any unspent funds will be returned to ACAPCD less EDCAQMD's share of costs incurred as of the date of the notice.

2.9 Notices

Any notice, demand, request, consent, or approval that either party hereto may be or is required to give the other, must be in writing, and be either personally delivered or sent by prepaid, certified first class mail, return receipt requested, addressed as follows:

To EL DORADO AQMD	To ACAPCD
Dave Johnston, Air Pollution Control Officer El Dorado County AQMD 345 Fair Lane, Building T1 Placerville, CA 95667 Phone (530) 621-7501 Fax (530) 295-2774	Jim McHargue, Air Pollution Control Officer Amador County APCD 810 Court Street Jackson, CA 95642 Phone (209) 257-0112 Fax (209) 257-0116

- A. **Change of Address:** Either party may change the address for service by giving 30 days advance written notice to the other party.
- B. **Effective Date:** All notices will be effective upon receipt and will be deemed received (i) upon delivery if personally delivered, (ii) on the 5th day following deposit in the mail, if sent by certified mail, or (iii) upon the date stated in the facsimile delivery confirmation, if sent by facsimile.

2.10 Audit of El Dorado AQMD Records

With regard to this MOU, EDCAQMD will maintain appropriate financial records relating to this MOU, and ACAPCD may demand access to these financial records to perform an audit of any work performed under this MOU. EDCAQMD must make these records available to ACAPCD thirty (30) days after receiving a written request for the records from ACAPCD, and EDCAQMD will retain the records until December 31, 2022.

2.11 Timely Performance

The parties agree to work together in good faith to timely carry out their obligations under this MOU.

2.12 Successors and Waivers

This MOU binds the successors of EDCAQMD and ACAPCD in the same manner as if they were expressly named. Waiver by either party of any default, breach or condition precedent will not be construed as waiver of any other default, breach or condition precedent or any other right hereunder.

2.13 Severability

If any provision of this MOU is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this MOU, and this MOU will be construed and enforced as if the invalid or unenforceable provision had not been included.

INFORMATION ONLY

MOU No. 3118

2.14 **Statutory Limitations**

This MOU and any payments for compensation and expenses are subject to the provisions and limitations imposed by federal and State law. ACAPCD has no liability for payment of any compensation and expenses that are found to be in contravention of federal or State law provided that the payment was not made because of ACAPCD's intentional acts or negligence. EDCAQMD will reimburse ACAPCD for any funds paid by it under this MOU that are later determined to be in contravention of any federal and State law provided that the payment was not made because of ACAPCD's intentional acts or negligence.

2.15 **Contract Administrator:** Dave Johnston is the named Contract Administrator for this MOU. It is the responsibility of the Contract Administrator to: 1) verify compliance with the terms and conditions of the MOU, 2) determine that the work has been completed, 3) ensure that funding is available to pay approved invoices, and 4) approve all invoices under the MOU.

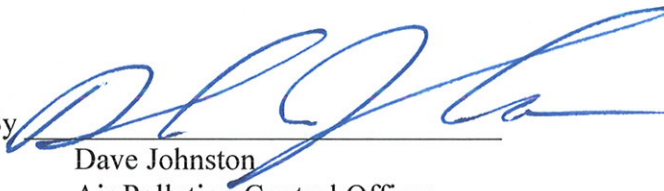
2.16 **Authority to Bind:** The persons signing on behalf of the parties to this MOU warrant that they have the legal authority to execute this MOU.

Executed by:

El Dorado County Air Quality
Management District

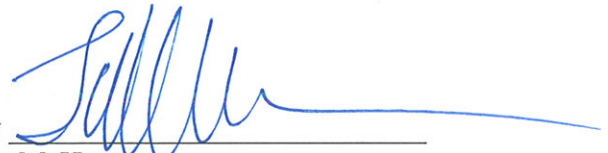
Amador County Air Pollution
Control District

By



Dave Johnston
Air Pollution Control Officer
"EDC AQMD"

By



Jim McHargue
Air Pollution Control Officer
"ACAPCD"

Approved as to form

By



Breann Moebius *for*
County Counsel
El Dorado County

EXHIBIT A

El Dorado County AQMD shall:

- Develop and enter into agreements with woodstove installers licensed to perform work in Amador County to ensure old woodstoves are rendered inoperable and instruct residents on proper operation of new woodstove.
- Perform outreach for the Program, utilizing newspapers, direct mailers, door hangers, social media, etc. in Amador County.
- Process all paperwork for the Program, including applications, payment claims, and any tracking documents required by the Program.
- Submit payment claims to the El Dorado County Auditor/Controller, approving grant reimbursements to the recipients of grant funding through the Program.
- Expend 50% of the total amount of project funding allocated to ACAPCD on incentives and project costs (as defined by CARB) directly related to Amador County residents participating in the Program.
- In the event EDCAQMD does not utilize 50% of project funding for woodstove installations in El Dorado County by July 1, 2019, expend any remaining project funds on additional woodstove installations in Amador County.
- Utilize Amador County-based woodstove retailer and/or installers for all installations in Amador County.
- Provide ACAPCD with electronic copies of the quarterly and closeout reports submitted to CAPCOA.
- Reimburse ACAPCD for accrued project costs and staff time directly associated with Amador County projects from ACAPCD's portion of program funds within 90 days of receipt of completed claim and backup materials necessary to document reimbursement eligibility.
- Account for costs incurred and EDCAQMD staff time spent performing work under this MOU and reimburse itself from the funds covered by this MOU.

Amador County Air Pollution Control District shall:

- Perform pre-inspections for grantees of the Program residing in Amador County, travelling to the grantees' residences to verify the non-EPA certified status of the existing woodstove as required by the Program. ACAPCD may utilize a qualified expert woodstove installer to perform pre-inspections on behalf of ACAPCD. Upon verification of non-EPA certified status of the existing woodstove, ACAPCD staff shall:
 - Sign the application as being approved for the Program, and have the grantee sign the application.
 - Photograph the stove as currently installed on the hearth, the inside of the stove, the back of the stove, as well as photograph the signed application form.
 - Leave the signed application form with the grantee in order to submit it with the required documents upon completion of installation of the new device.
 - Email the photos to Adam Baughman at EDC AQMD upon returning to the office.
- Invoice EDCAQMD on a quarterly basis for expenses and staff time classified as direct project costs, providing backup materials necessary to document reimbursement eligibility.