Northern Sierra Air Quality Management District

Payment details by Vendor Board Report - copy

June 1-30, 2026

DATE	TRANSACTION TYPE	NUM	MEMO	ACCOUNT FULL NAME	AMOUNT
Adecco					
06/08/2026	Bill Payment (Check)	10005913	10-5318	6774 Cash, Operating General Fund	-575.76
06/29/2026	Bill Payment (Check)	10007089	10-5318	6774 Cash, Operating General Fund	-1,126.53
Total for Adecco					**-$1,702.29**
Agilaire LLC					
06/29/2026	Bill Payment (Check)	EFT-0011487		6774 Cash, Operating General Fund	-2,892.00
Total for Agilaire LLC					**-$2,892.00**
Albert Battaglia					
06/29/2026	Bill Payment (Check)	EFT-0011554		6771 Cash, Restricted Fund	-600.00
Total for Albert Battaglia					**-$600.00**
All Star Chimney, Eli Marchus					
06/02/2026	Bill Payment (Check)	EFT-0009836		6771 Cash, Restricted Fund	-2,205.00
06/09/2026	Bill Payment (Check)	EFT-0010029		6771 Cash, Restricted Fund	-890.00
06/12/2026	Bill Payment (Check)	16609		6771 Cash, Restricted Fund	-660.00
06/29/2026	Bill Payment (Check)	EFT-0011516		6771 Cash, Restricted Fund	-3,320.00
Total for All Star Chimney, Eli Marchus					**-$7,075.00**
A&S Enterprises					
06/02/2026	Bill Payment (Check)	EFT-0009837		6771 Cash, Restricted Fund	-4,500.00
06/09/2026	Bill Payment (Check)	EFT-0010187		6771 Cash, Restricted Fund	-3,000.00
06/12/2026	Bill Payment (Check)	EFT-0010732		6771 Cash, Restricted Fund	-7,125.00
06/23/2026	Bill Payment (Check)	EFT-0011185		6771 Cash, Restricted Fund	-3,000.00
06/29/2026	Bill Payment (Check)	EFT-0011552		6771 Cash, Restricted Fund	-3,000.00
Total for A&S Enterprises					**-$20,625.00**
AT&T CALNET 3					
06/03/2026	Bill Payment (Check)	10006014		6774 Cash, Operating General Fund	-32.45
Total for AT&T CALNET 3					**-$32.45**
Bank of America					
06/12/2026	Bill Payment (Check)	EFT-0010690		6771 Cash, Restricted Fund	-20,995.35
06/25/2026	Bill Payment (Check)	EFT-0011415		6774 Cash, Operating General Fund	-21,003.94
Total for Bank of America					**-$41,999.29**
Bret Macleod					
06/09/2026	Bill Payment (Check)	EFT-0010188		6774 Cash, Operating General Fund	-60.00
Total for Bret Macleod					**-$60.00**
CAPCOA California Air Pollution Control O					
06/29/2026	Bill Payment (Check)	10007043		6774 Cash, Operating General Fund	-2,475.00
Total for CAPCOA California Air Pollution Control O					**-$2,475.00**
County of Nevada Vendor					
06/03/2026	Bill Payment (Check)	10006023		6774 Cash, Operating General Fund	-100.00
Total for County of Nevada Vendor					**-$100.00**
Creating Answers					
06/10/2026	Bill Payment (Check)	EFT-0011486		6774 Cash, Operating General Fund	-5,086.25

DATE	TRANSACTION TYPE	NUM	MEMO	ACCOUNT FULL NAME	AMOUNT
06/29/2026	Bill Payment (Check)	EFT-0011486		6771 Cash, Restricted Fund	-1,860.00
Total for Creating Answers					**-$6,946.25**
Drico Inc. Quincy Hot Spot					
06/01/2026	Bill Payment (Check)	10005653		6771 Cash, Restricted Fund	-10,000.00
06/08/2026	Bill Payment (Check)	10005942		6771 Cash, Restricted Fund	-250.00
Total for Drico Inc. Quincy Hot Spot					**-$10,250.00**
Feather Publishing Co.					
06/29/2026	Bill Payment (Check)	10007052		6771 Cash, Restricted Fund	-600.00
Total for Feather Publishing Co.					**-$600.00**
Heat Transfer Systems					
06/23/2026	Bill Payment (Check)	EFT-0011189		6771 Cash, Restricted Fund	-13,500.00
06/29/2026	Bill Payment (Check)	EFT-0011556		6771 Cash, Restricted Fund	-13,500.00
Total for Heat Transfer Systems					**-$27,000.00**
Integrity Heating and AIr					
06/08/2026	Bill Payment (Check)	10005950		6771 Cash, Restricted Fund	-13,500.00
06/23/2026	Bill Payment (Check)	10006856		6771 Cash, Restricted Fund	-12,200.00
Total for Integrity Heating and AIr					**-$25,700.00**
Intermountain Disposal, Inc. Vendor					
06/08/2026	Bill Payment (Check)	10005951		6771 Cash, Restricted Fund	-16.72
06/08/2026	Bill Payment (Check)	10005951		6774 Cash, Operating General Fund	-1,990.52
06/11/2026	Bill Payment (Check)	10006034		6771 Cash, Restricted Fund	-220.78
06/11/2026	Bill Payment (Check)	10006033		6771 Cash, Restricted Fund	-220.78
06/29/2026	Bill Payment (Check)	10007054		6771 Cash, Restricted Fund	-359.04
Total for Intermountain Disposal, Inc. Vendor					**-$2,807.84**
James Merzon					
06/29/2026	Bill Payment (Check)	EFT-0011566		6771 Cash, Restricted Fund	-555.00
Total for James Merzon					**-$555.00**
Lassen Pest Control					
06/29/2026	Bill Payment (Check)	10007057		6774 Cash, Operating General Fund	-82.00
Total for Lassen Pest Control					**-$82.00**
Lot Ten Partners					
06/29/2026	Bill Payment (Check)	EFT-0011555		6774 Cash, Operating General Fund	-2,254.00
Total for Lot Ten Partners					**-$2,254.00**
Mikki Brown					
06/29/2026	Bill Payment (Check)	10007063		6774 Cash, Operating General Fund	-142.00
Total for Mikki Brown					**-$142.00**
Sonoma Technology					
06/23/2026	Bill Payment (Check)	EFT-0011210		6771 Cash, Restricted Fund	-7,952.60
Total for Sonoma Technology					**-$7,952.60**

Northern Sierra Air Quality Management District

Payment details by Vendor Board Report - copy

June 1-30, 2026

DATE	TRANSACTION TYPE	NUM	MEMO	ACCOUNT FULL NAME	AMOUNT
Supervisor Adams					
06/22/2026	Bill Payment (Check)	10005948		6774 Cash, Operating General Fund	-165.25
Total for Supervisor Adams					**-$165.25**
Supervisor Ceresola					
06/22/2026	Bill Payment (Check)	EFT-0011247		6774 Cash, Operating General Fund	-115.95
Total for Supervisor Ceresola					**-$115.95**
Supervisor Heidi Hall					
06/22/2026	Bill Payment (Check)	EFT-0011437		6774 Cash, Operating General Fund	-100.00
Total for Supervisor Heidi Hall					**-$100.00**
Supervisor Paul Roen					
06/22/2026	Bill Payment (Check)	10006962		6774 Cash, Operating General Fund	-123.20
Total for Supervisor Paul Roen					**-$123.20**
Tom McGowan					
06/22/2026	Bill Payment (Check)	10006980		6774 Cash, Operating General Fund	-158.00
Total for Tom McGowan					**-$158.00**
Tyrus Chimney Sweep					
06/11/2026	Bill Payment (Check)	10006088		6771 Cash, Restricted Fund	-750.00
06/29/2026	Bill Payment (Check)	10007086		6771 Cash, Restricted Fund	-2,000.00
Total for Tyrus Chimney Sweep					**-$2,750.00**
US Bank					
06/28/2026	Bill Payment (Check)	10007088		6771 Cash, Restricted Fund	-1,810.66
06/29/2026	Bill Payment (Check)	10007088		6774 Cash, Operating General Fund	-5,567.69
Total for US Bank					**-$7,378.35**
Wizix Technology Group					
06/03/2026	Bill Payment (Check)	10006106		6774 Cash, Operating General Fund	-202.80
Total for Wizix Technology Group					**-$202.80**
TOTAL					**-$172,844.27**

Contract Number 2026-04 RAP, Chris Meyers Tractor Replacement

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT
CARL MOYER AIR QUALITY STANDARDS ATTAINMENT PROGRAM CONTRACT

This Grant Contract (Contract) is between the Norther Sierra Air Quality Management District (District), a public agency of the State of California, and Chris Meyers (Program Participant).

1.0 Recitals

1.1 The District is in nonattainment of the State air quality standards for ozone and particulate matter (PM) and is impacted by the effects of toxic air contaminants, including diesel particulate matter and other pollutants from mobile sources.

1.2 The Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program or Program) was created in 1998 in honor of the late Dr. Carl Moyer (1937 – 1997), whose extraordinary dedication, hard work, vision and leadership made this program possible. He created and masterminded this program, in an effort to unite business and government in the name of public interest to improve California's air quality.

1.3 In 1999, Assembly Bill 1571 formally established the statutory framework for the Program (H&SC Section 44275 et seq.). Legislation enacted in 2022 (Assembly Bill 2836) extended authorization of the Program out to January 1, 2034.

1.4 The District Governing Board first approved District participation in the Program and considers approval to participate annually as funding allows.

1.5 The California Air Resources Board (CARB) maintains Program Guidelines which were most recently updated in 2026. The District maintains a Policies and Procedures Manual which outlines local implementation of the Program. Both documents help ensure that emission reductions achieved through the Program are surplus, enforceable, quantifiable, and permanent.

1.6 The Program Participant wishes to participate in the Program by purchasing and operating the equipment described in this Contract and represents that the purchase is not required by any local, State, and/or federal rule, regulation, memorandum, or other legally binding agreement.

1.7 This Contract is a voluntary act intended to accelerate the introduction of low-emission vehicle and engine technology designed to reduce emissions of nitrogen oxides (NOx), PM, reactive organic gases, toxic air contaminants, and oxides of carbon within the District as required by this grant.

2.0 Terms and Conditions

2.1 **Program Participant Obligations** – the Program Participant will:

2.1.1 Purchase and operate the equipment described in Exhibit A by **July, 2027**. The Program Participant may submit a written request to extend this Section if the project cannot be successfully completed due to circumstances beyond the Program Participant's reasonable control.

2.1.2 Ensure that a functioning hour meter or odometer as applicable is installed on the equipment described in Exhibit A for the life of the project.

2.1.3 Destroy the baseline equipment described in Exhibit A in a manner acceptable to the District or deliver the baseline equipment to a District-approved scrap facility within 30 days of receiving the replacement equipment (60 days if the replacement equipment is zero-emission).

2.1.4 Operate the equipment described in Exhibit A in Plumas/Sierra/Nevada County during the term of this Contract in accordance with the requirements in Exhibit B. In addition to meeting the operating requirements established in Exhibit B, 51% of the vehicle's total operation must occur within California.

2.1.5 Report equipment usage, equipment location, and unexpected downtime to the District annually for the duration of the Contract life. The District will provide a form annually.

2.2 **Payment**

2.2.1 The District will remit to the Program Participant up to **$65,389.48** towards the cost of the equipment identified in Exhibit A. The maximum Contract amount shall not exceed the maximum funding level corresponding to the program cost-effectiveness limit, nor may the maximum Contract amount exceed the project incremental cost. The maximum Contract amount must also comply with any funding caps and other criteria for the specific project category as identified in the current Carl Moyer Program Guidelines and the District's Policies and Procedures.

2.2.2 If any portion of the equipment purchase requires financing, the Program Participant shall provide the financing terms to the District for review and approval before signing this agreement. No rented or lease type financing is permissible, only conventional financing will be allowed. A minimum of the full Contract amount shall be used to pay down any financing within 30 days of receiving payment from the District. Proof of payment is due to the District within 45 days of receiving payment from the District.

The Program Participant has indicated that they will purchase the equipment described in Exhibit A in the following manner:

☒ Purchase in full with no financing

☐ Use of short-term financing (PO account, net 30 terms, etc.)

☐ Use of standard financing

If the Participant is using commercial or other loans to purchase the equipment, the Participant authorizes the financing entity to release any and all financial information to the District regarding the Participant's payment status at any time during the term of this Agreement. Furthermore, the Participant agrees to hold the releasing parties immune from liability for the release of the information to the District.

2.2.3 Any payments made under this Contract are subject to the provisions and limitations of the Health and Safety Code (HSC). The District shall have no liability for payment of any compensation and expenses that are found to be in contravention of the HSC or any other local, State, or federal law. The Program Participant shall reimburse the District for any payments that are later found to be in contravention of the HSC or any other local, State, or federal law.

2.2.4 No payments shall be issued under this Contract prior to final inspection of the project by District personnel and destruction of the existing equipment is complete.

2.2.5 Payment of the grant amount shall be issued by the District to the Program Participant within sixty (60) days after receipt by the District of all required documents and completion of inspections of the replacement equipment and destroyed baseline equipment. Required documents include:

(i) Final itemized invoice from equipment dealer or vendor showing eligible costs:

(ii) Proof of payment to equipment dealer or vendor, or final financing documentation (if applicable);

(iii) Equipment warranty;

(iii) Invoice to the District requesting payment; and

(iv) Proof of insurance consistent with the requirements of Exhibit C of this Contract.

2.2.6 Payments made under this Contract are subject to taxation and an IRS Form 1099 may be issued to the Program Participant. Funds may be withheld by the District as required by law for payment of tax liabilities and/or other court-ordered payments.

2.2.7 The District shall pay the lower of the Contract amount in Section 2.2.1 or the maximum funding amount as determined by cost effectiveness limits and the District's Policies and Procedures.

2.2.8 The parties acknowledge that this Contract will be funded by incentive fund revenues being transferred to the District through the Rural Assistance Program (RAP); however, the District may terminate this Contract if it does not receive all or a portion of the revenues, or funds are not specifically appropriated for this Contract in the District's final budget prior to the expiration of the Contract and any Contract extensions. If the District terminates this Contract under this paragraph, it will serve notice of the action on the Program Participant within ten (10) working days.

2.3 **Contract Term & Performance**

This Contract shall begin upon execution by all parties and terminate **3 year from post inspection date**. No work including any related purchases may begin on this project until this Contract is executed by all parties. For this Contract, the timeframe indicated by the execution of this Contract and the afore-mentioned termination date shall serve as the Contract term including both the project completion and project implementation/life periods. Under no circumstance may the liquidation date be extended beyond four (4) years from the original date of Contract execution.

During this time period, the Program Participant is required to operate the program funded vehicle, equipment and/or engine according to the terms of this Contract. By executing this Contract, the Program Participant agrees to operate the vehicle, equipment and/or engine according to the terms of this Contract and to cooperate with the District and CARB in implementation, monitoring, enforcement, or other efforts to assure the emission's benefits are real, quantifiable, surplus, and enforceable.

Upon termination of this Contract, if the vehicle/engine/equipment fails to fulfill the ownership and usage requirements of this grant Contract, the Program Participant shall return to the District an amount based on the difference between the required operation amount and the actual amount operated according to the following formula:

A = I * [(O*L) – C] / (O*L)
A = Amount Owed to the District
I = Total Incentive Award
O = Annual Operational Requirement (miles, hours or gallons)
L = Length of the Contract in Years
C = Actual Operation (miles, hours, or gallons)

The APCO may, at their sole discretion, relieve this obligation to return the funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements. Additionally, the APCO may, at their sole discretion, require full reimbursement of all funds paid to the Program Participant as outlined in Section 2.4.14. Additionally, the APCO may grant a waiver to the Program Participant for a defined time period if the Program Participant demonstrates to the APCO's satisfaction that the equipment was significantly underutilized due to unforeseen conditions beyond the Program Participant's control. Waivers must be granted in accordance with Section EE(2)(D) of the 2024 Carl Moyer Guidelines.

2.4 **Program Requirements**

2.4.1 The Program Participant warrants that the equipment covered under this Contract meets all the eligibility requirements described in the Carl Moyer Program application and Carl Moyer Program Guidelines. The Program Participant further agrees to operate the vehicle, equipment and/or engine in a manner that is consistent with goals and objectives of the Program.

2.4.2 An applicant must disclose the value of any public incentive or grant received or applied for that directly reduces the project cost for the equipment listed in Exhibit

A of this Contract except for tax credits and tax deductions. Such incentive funds may include but are not limited to other Carl Moyer Program funds and local, State and Federal funds. If the District discovers that the Program Participant has applied for or received undisclosed public incentive funds, the District may terminate this Contract and require that any funds paid under this Contract be returned to the District. An applicant who is found to have applied for or received incentive funds from another entity or program for the same project without disclosing that information as required by this Contract may be disqualified from funding for that project from all sources within the control of an air district or CARB. The District or CARB may also seek civil penalties for such non-disclosure.

2.4.3 The Program Participant agrees to operate the vehicle, equipment and/or engine described in Exhibit A within the manufacturers' specifications including all maintenance and fueling requirements. An operational odometer, hour meter, or other District-approved usage measuring device must be installed on all projects and maintained for continuous operation. Under no circumstances may the Program Participant make any modifications to or tamper with the vehicle, equipment and/or engine emission control system(s), or any recording devices on the vehicle, equipment and/or engine prohibited under CARB and EPA regulations. The Program Participant also agrees to operate the vehicle, equipment and/or engine in compliance with all local, State, and federal rules, laws, and regulations. Repower projects must be completed in a manner such that it does not void the engine warranty provided by the manufacturer and any remaining warranty provided by the vehicle, equipment and/or engine manufacturer.

2.4.4 The Program Participant must be the legal owner of the replacement equipment through the length of this Contract. If the replacement equipment is repossessed by a financing company, the Program Participant must reimburse the District in accordance with the termination formula in Section 2.3.

2.4.6 The District, CARB, or their designee may conduct an audit of the Program Participant's operations to verify that the Program Participant is complying with the Contract terms.

(i) As a condition of accepting funds, the Program Participant agrees to designate CARB as a third-party beneficiary with full auditing, inspection, and enforcement rights throughout the entire term of the Contract.

(ii) Any audits will be conducted at a reasonable time and with reasonable notice to the Program Participant. The Program Participant agrees to provide the District and CARB with on-site access to the vehicle(s)/equipment described in Exhibit A.

2.4.7 The Program Participant shall defend, indemnify, and hold harmless the District, CARB, its officers, agents, employees and volunteers from any and all losses, costs, damages, fines or expenses (including attorney fees, court costs and expert fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any breach of the responsibilities required of the Program Participant by this Contract or which are related in any way to the vehicle, equipment and/or engine, including any and all liability for general, special, consequential, or other damages resulting from the use of the vehicle, equipment and/or engine by the Program Participant, for which financial assistance or other incentives are received from the District by the Program Participant.

2.4.8 **This Section 2.4.8 shall survive the termination of this Contract for three (3) years following the end date listed in Section 2.3.** The Program Participant shall keep the following records from the beginning of operation of the equipment described in Exhibit A through the end of the term described in Section 2.3 and for three (3) years following the end date listed in Section 2.3. It is the responsibility of the Program Participant to maintain records adequate to document the subsequent information. The District may request these records at any time during the term of this Contract, including:

(i) Hours operated or fuel consumed;

(ii) Engine downtime;

(ii) Type and cost of maintenance performed.

2.4.9 The Program Participant shall maintain in force at all times during the term of this Contract and any extensions or modifications thereto, insurance in accordance with Exhibit C. In the event the Program Participant does not have the required certificate of insurance, or if the required insurance lapses, the District shall be notified immediately.

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

2.4.11 The Program Participant shall observe and comply with all applicable federal, State and District statutes, ordinances, regulations, rules, directives, and laws. Projects funded by the Carl Moyer Program must be included when defining the size of the fleet for determining regulatory compliance. Throughout the Contract term as specified in Section 2.3, projects must not be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance. This Contract shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. If a provision of this Contract violates any applicable law or regulation, that provision will be stricken from the Contract, and all other provisions will remain in full force. Any action or proceeding arising out of this Contract shall be filed in a State court or federal court located in Plumas, California.

2.4.12 No performance rendered or payment due under this Contract may be delegated or assigned without the written consent of all the parties hereto. If the Program Participant assigns any of its rights or obligations under this Contract, all of the terms and conditions of this Contract shall apply to the Program Participant's assignee.

2.4.13 Noncompliance with the reporting requirements shall require on-site monitoring or inspection by District staff. The District may request additional performance documentation at its discretion.

2.4.14 This Contract may be terminated by the District upon 30-day notice if the Program Participant fails to meet any of the obligations established in this Contract or outlined in the Carl Moyer Program guidelines or the HSC. If the Contract is terminated, the Program Participant will refund the entire incentive paid by the District. The APCO may, at his or her discretion, waive the refund or allow the Program Participant an opportunity to cure its failure to meet the Contract obligations. Additionally, the District and/or CARB may seek all available remedies for breaches of any Contract provisions, Carl Moyer Program requirements, or HSC.

2.4.15 The Program Participant may not sell or encumber the equipment described in Exhibit A without the written consent of the District.

2.4.16 The District has made no representations or guarantees to the Program Participant regarding the quality, condition, or proposed use of the low-emission vehicle and engine technology funded under this Contract or the effects of such technology on the normal operations of the Program Participant.

2.4.17 If any of the events listed in this paragraph occur, the Program Participant must notify the District within thirty (30) days of the date the Program Participant knows, or should have known, that the event has occurred or is likely to occur:

(i) The Program Participant suffers a catastrophic loss; or

(ii) The Program Participant files for bankruptcy; or

(iii) Any other event has occurred or is likely to occur that could impair the Program Participant's ability to perform the conditions of this Contract.

2.4.18 This Contract will bind the successors of the District and Program Participant in the same manner as if they were expressly named.

2.4.19 During the performance of this Contract, the Program Participant shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Program Participant shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Program Participant and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Program Participant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2.4.20 Correspondence between the District and Program Participant should be addressed to the following:

To District	To
NSAQMD	Name: Chris Meyers
PO Box 2227	Address: 2448 N. Valley Road
Portola, CA 96122	City, State, Zip: Greenville, CA 95947
Phone: (530) 832-0102 ext 4	Phone: (530) 592-9798
Email: office@myairdistrict.com	Email: christmeyers@gmail.com

The address and/or contacts may be changed only by written notice to the other party. Such written notice may be given by mail or personal service.

2.4.21 This Contract consists of the following:
(i) Program Participant Contract
(ii) Exhibit A – Vehicle/Equipment Information Form
(iii) Exhibit B – Performance Requirements
(iv) Exhibit C – Insurance Requirements

DISCLOSURE STATEMENT: The undersigned representative of the Program Participant affirmatively states that neither they nor any other representative of the Program Participant will submit another application or sign another Contract for the same vehicle, equipment, and/or engine detailed in Exhibit A with any other source of funds, including but not limited to other air districts or multidistrict funding under the Carl Moyer Program.

Any Program Participant or Program Participant's designee who is found to have submitted multiple applications or signed multiple Contracts for the same vehicle, equipment, and/or engine shall, at a minimum, be disqualified from funding for that vehicle, equipment and/or engine from all sources, may be required to reimburse the public agencies for any monies received, and may also be banned from submitting future applications to any and all Carl Moyer Program solicitations. In addition, as a violation of law, including but not limited to the HSC and Business and Professions Code, CARB and the districts may levy fines and/or seek criminal charges.

The undersigned representative of the Program Participant has read and agrees to comply with all terms and conditions in this Contract and also affirmatively states that he or she has legal authority to bind the Program Participant to the terms and conditions of this Contract.

Approved by the Program Participant

______________________________ **Title:** ____________________

Program Participant (Print Name)

______________________________ **Date:** ____________________

Program Participant (Signature)

Approved by the Northern Sierra Air Quality Management District

Reviewed by:

______________________________ **Date:** _______________

NAME
Grant Coordinator

Approved by:

______________________________ **Date:** _______________

NAME
Air Pollution Control Officer

______________________________ **Date:** _______________

NAME
District Board Chair

EXHIBIT A
STATEMENT OF GRANT OBLIGATIONS

General

The NSAQMD promotes voluntary diesel engine emission reduction programs under cooperative agreements with eligible applicants to reduce public exposure to ozone precursors and toxic diesel particulate matter. The objective of this Grant Agreement is to reduce these air pollution emissions from this off-road piece of equipment in the Participant's fleet by replacing the existing equipment with newer equipment. The equipment is based in Plumas County. This project's cost effectiveness is less than the Carl Moyer Program cost effectiveness limit as defined in the most current version of the Carl Moyer Guidelines (Moyer Guidelines).

Project Description

	Existing Equipment	**New or Replacement Equipment**
Type	White	John Deere
Make / Model	2-70	6M/6105E
Serial / Year	281739-412/ 1977	TBD
	Existing Engine	**New or Replacement Engine**
Make / Model	White	John Deere
Serial # / Year	NA/ YR 1971	TBD YR 2025
Fuel / HP	Diesel 85	Diesel 105
Hours of Operation.(+ or – 30% allowable)	1200	1200
Family	TBD	TBD
Eng. Cert.	Uncontrolled	Tier 4 final

Final Disposition of Existing Equipment

The State of California intends that the existing engine(s)/equipment shall be permanently prevented from polluting the air in any location in any manner. Therefore, the engine(s)/equipment shall be rendered permanently inoperable before the Total Grant Award is disbursed by the Air District. The Air District shall do a Final Post Inspection on the existing equipment to ensure that it has been properly rendered permanently inoperable. Typically, that would entail, at a minimum, a hole punched in the engine block and a section of the equipment frame (or some other equivalent structure) permanently removed from the existing equipment.

Total Grant Award

The Total Grant Award for this project shall not exceed **$65,389.48** and/or the maximum Contract amount shall not exceed the maximum funding level corresponding to the program cost-effectiveness limit, nor may the maximum Contract amount exceed the project incremental cost. The maximum Contract amount must also comply with any funding caps and other criteria for the specific project category as identified in the current Carl Moyer Program Guidelines and the District's Policies and Procedures.

Matching Funds

Costs incurred in excess of the Total Grant Award for the project will be the responsibility of the Participant and shall constitute their matching and/or in-kind contribution for the project.

Term of Agreement

1. For the purposes of this Agreement, the term of the Grant Agreement life is defined herein to be **3 years** years from the date of the final post inspection.
2. Installation Deadline: Project shall be completed as soon as possible but must be completed before **Jul7 31, 2027**
3. No work may begin until contract is fully executed.

EXHIBIT B
ANNUAL GRANT STATUS REPORT FORMAT

Participant shall submit the "Annual Engine/Equipment Usage Report" form below to the NSAQMD for each new low emission engine/equipment funded under this Agreement. The first report is due one year from the day of the NSAQMD post-inspection. The report form will be provided to the NSAQMD annually for the life of the Grant Agreement. The purpose of this report form is to provide the NSAQMD with feedback as to Participant's experience with the new low emissions equipment and to provide a record of the actual usage versus the usage identified in the Participant's grant application. The report shall include the following items:

1. Name and address of Participant;
2. Project Agreement number;
3. Make and model of equipment purchased;
4. Usage information for the new equipment:
   - Hours of use of the new equipment over the past 12 months; or
   - Estimated fuel use with the new equipment over the past 12 months;
5. Discussion of any repairs, problems, or benefits with the equipment.

Northern Sierra Air Quality Management District
Exhibit B-1a: Annual Engine Usage Report
(CARL MOYER CONTRACT #)

INSTRUCTIONS: Complete this Annual Engine Usage Report every year on the anniversary date of the project's post inspection for the life of the Grant Agreement. The report shall be sent to the NSAQMD within 2 weeks of the post inspection anniversary date.

SECTION 1: GRANTEE INFORMATION

Company/Grantee Name:
Company/Grantee Address:
Company/Grantee Phone Number:
Date: ______________________

SECTION 2: ENGINE INFORMATION: Please verify the information below and complete any missing Information. **Failure to complete information may lead to an immediate engine inspection and audit.**

1. Location of Equipment /Engine Identified Below:
____
   New Equipment:__________________; VIN: ____
2. Model Year, Make, Model and Family Number of new equipment engine:
   New Engine: ____________________ Family: ____
   Grant Agreement Usage: hours/yr (+/- 30%)
3. Engine Serial #:________________________________.
4. Power Rating: : _________ HP
5. Fuel Type: ________________

SECTION 3: ANNUAL USAGE INFORMATION: Provide the following Engine Usage Information:

1. Report Start Date: ___________________ (MM/DD/YY)
2. Report End Date: ___________________ (MM/DD/YY)
3. Percent of Time Operated in California: ___________________
4. Engine Use within the period stated above (complete all that apply):
   ______________________________ hours **(this number is required)**
   ______________________________gallons *(this can be an estimate and is not required)*
   ______________N/A______________miles
5. Has the fleet mod functioned effectively over this period ____________
   (Yes/No; if No, please attach description of issue(s) & steps taken to resolve issue(s).

Signature ____________________________ **Date** ________________________

Mail to: NSAQMD, PO Box 2227 Portola CA 96122 **Email to:** office@myairdistrict.com

EXHIBIT C – INSURANCE REQUIREMENTS

INSURANCE

The PROGRAM PARTICIPANT agrees to maintain any and all insurance required for the term of this Contract. Limits of liability and coverage details are pursuant to the DISTRICT's insurance requirements specification.

The following insurance coverage is required for projects with grant funding over $10,000.00:

- ☒ COMMERCIAL/GENERAL LIABILITY
- ☐ BUSINESS AUTOMOTIVE LIABILITY
- ☐ PUBLIC ENTITIES/SELF-INSURED STATUS
- ☐ PROFESSIONAL LIABILITY INSURANCE
- ☒ WORKERS COMPENSATION and EMPLOYERS LIABILITY (if applicable)

Before commencement of work, the PROGRAM PARTICIPANT shall furnish the DISTRICT with certificate(s) of insurance or self-insurance and original endorsement(s) and insurance binder(s) affecting coverage required below. The certificates, endorsements, and binders for each insurance policy are to be signed by a person authorized by the insurer to affect coverage on its behalf. The certificates, endorsements, and/or binders are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

If the PROGRAM PARTICIPANT provides self-insurance, it shall, on intervals specified by the APCO, provide financial statements sufficiently detailed so as to allow the APCO to assess the PROGRAM PARTICIPANT's capability of providing such self-insurance. The APCO may reject self-insurance coverage where he/she finds that sufficient coverage will not be afforded to the DISTRICT. Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retention or procure a bond guaranteeing payment of losses related investigations, claims administration and defense expenses.

During the term of the Contract, the PROGRAM PARTICIPANT shall, at its sole expense, obtain primary insurance and maintain in full force and affect the type and limits of liability requirements as follows:

I. A. **<u>COMMERCIAL/GENERAL LIABILITY:</u>** Bodily Injury and Property Damage for premises and operations; Personal Injury and Advertising for premises and operations; Independent Participants (if any basis); Incidental Contracts; Contractual Liability; and Products and Completed Operations.

"Claims made" policies are unacceptable.

Minimum Limits: $1,000,000 combined single limit, on an occurrence policy form.

BUSINESS AUTOMOBILE COVERAGE: Protection against loss of a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile. If the PROGRAM PARTICIPANT has no owned automobiles, then only hired and non-owned automobile coverage are required.

Liability Minimum Limits: $1,000,000 per occurrence for bodily injury or property damage combined single limit.

Comprehensive, Uninsured Motorist and Collision coverage for the replacement value of the vehicle which received grant funding.

B. **Public Entities/Self-Insured Status:** The PROGRAM PARTICIPANT shall maintain status as a legally self-insured public entity for general liability and shall maintain a self-insured retention of $300,000 per occurrence.

C.

II. **Workers' Compensation and Employers' Liability:** The PROGRAM PARTICIPANT shall carry full Workers' Compensation insurance coverage for all persons directly employed or volunteers, in carrying out the work under this Contract, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Employers' Liability statutory limits will apply. If the PROGRAM PARTICIPANT has no employees, no Workers' Compensation coverage is required. If the PROGRAM PARTICIPANT hires subcontractors to perform under this Contract, the PROGRAM PARTICIPANT shall assure that the subcontractor carries Workers' Compensation insurance for all of its employees, who are required to be covered by applicable law.

III. **Notice of Cancellation:** Although it is the ultimate responsibility of the PROGRAM PARTICIPANT to notify the DISTRICT of insurance policy cancellation or change, each insurance policy shall be endorsed, and evidence of such endorsement shall be provided to the DISTRICT, that coverage not be suspended, voided, canceled, reduced in coverage or in limits, or material change in coverage, except after the insuring agency endeavors to mail a 30-day prior written notice to the DISTRICT.

IV. **Additional Insured:** It is mandatory that all the above insurance policies (except Workers' Compensation) include the DISTRICT as additional insured with endorsement. The DISTRICT, its officials, trustees, agents, employees, and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the PROGRAM PARTICIPANT.

V. In addition, it is understood and agreed that the following be made a part of this Contract.

A. **Excess/Umbrella:** An excess policy or an umbrella policy (following form) may be utilized to meet the above-required limits of liability.

B. **Supplementary Payments:** The above-stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance limits of liability. If any of the policies indicate that defense costs are included in the general aggregate limit, then the general aggregate limits must be a multiple of the per occurrence limits.

C. **Program Participant's Insurance is Primary:** The PROGRAM PARTICIPANT's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the DISTRICT, its officials, trustees, agents, employees or volunteers shall be excess to the PROGRAM PARTICIPANT's insurance and shall not contribute with it.

D. **Acceptability of Insurers:** Insurance is to be placed with admitted State of California insurers which have an A.M. Best's rating of no less than A: VII, or be an equivalent program of self-insurance.

E. **District Risk Manager Exceptions:** Any exceptions to the above insurance requirements are subject to the concurrence of the DISTRICT's Risk Manager.

Contract 2026-05 L&G Meyers Walk Behind and Ride On Mower

This Agreement is made and entered into this: **July 27, 2026** by and between the Northern Sierra Air Quality Management District (NSAQMD), an air quality management district formed pursuant to the laws of the State of California, and the Chris Meyers (Participant).

WITNESSETH

This Agreement ("Agreement") between the Northern Sierra Air Quality Management District (NSAQMD), a public agency of the State of California, hereinafter referred to as "District" and Chris Meyers, hereinafter referred to as "Participant":

WHEREAS, pursuant to Health and Safety Code 44281(c), the District may undertake programs that include financial assistance or other incentives for the funding of projects that enable the deployment of alternative, advanced, and cleaner technologies to support the State's air quality goals; and

WHEREAS, public and private entities are eligible to apply unless otherwise stated. Public entities include but are not limited to State, metropolitan, county, city, multi-county special district (e.g. water district), school district, university, and federal agencies and organizations; and

NOW, THEREFORE, based on their mutual promises, covenants, and conditions, the parties hereby agree as follows:

1. PROJECT

Applicant shall perform all activities and work necessary to implement and complete the project set forth in the Voucher Application which is incorporated herein as Exhibit A. Participant agrees to purchase applicable equipment as outlined in the District Carl Moyer Procedure Guidelines, Appendix F: Lawn and Garden Program Guidelines and all current program guidelines. Participant represents that the Participant has the expertise necessary to adequately purchase new zero emission lawn and garden equipment and will comply with the District defined destruction procedures for the existing gas powered equipment prior to requesting reimbursement.

In the event of any conflict between or among the terms and conditions of this Agreement, the exhibits incorporated herein, and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

1. The text of this Agreement;
2. The current Carl Moyer Program Guidelines of both CARB and the District

2. PERIOD OF PERFORMANCE/TIMETABLE AND REQUIREMENTS

Participant shall complete purchase within one year of the signing of this Agreement, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

Participant shall fill out necessary paperwork and become a supplier with Nevada County in order to receive reimbursement for the applicable purchases, prior to a request for reimbursement.

Participant attests that the existing combustion (gas powered) lawn and garden equipment is currently operable.

Participant shall, within 30 days of purchasing new equipment, destroy (make inoperable) old operable combustion (gas powered) lawn and garden equipment and provide proof to the District.

Participant will provide the District with proof of purchase and payment, prior to requesting reimbursement

Agreement shall be in place for three (3) years. With the equipment date of purchase commencing the agreement life.

3. QUALIFICATIONS

A. The Applicant is a qualified commercial business or public entity and is located in the State of California and is located within Plumas, Sierra or Nevada County.

B. The project must comply with all applicable federal, State, local laws and requirements including environmental laws, and State building, environmental and fire codes.

C. Applicant will ensure that the equipment be in operating condition throughout the contract term.

5. RECORD KEEPING AND REPORTING

Annually, through the term of this Agreement or any amendments to it and starting one year from the day of the **NSAQMD** payment, participant shall provide the NSAQMD access to inspect the lawn and garden equipment purchased and its related records; if requested.

Applicant must allow NSAQMD staff with access to verify and document that the zero emission lawn and garden equipment purchased is the same as documented in the provided proof of purchase.

Participant shall keep, and provide to NSAQMD or its agents, upon request, accurate financial records (including invoices on which Agreement was based) necessary to enable NSAQMD to review Participant's performance of this Agreement. These records shall demonstrate the grant funding has been used for the purchase of zero emission lawn and garden equipment of the same form and function as described in Exhibit A to this Grant Agreement. Participant shall maintain all such records for at least three years after the date on which Grant funds were received.

NSAQMD may take photos of the equipment and may keep photos in the project file. If photos are requested at the minimum, the photos will include equipment manufacturers, model number, and serial number as available.

6. COMPENSATION

NSAQMD agrees to reimburse Participant for up to: **$15,000 for an all-electric riding mower and $1,500 for an all-electric push mower and approved batteries and charging cable** ("Total Grant Award"). Participant will only be reimbursed for the eligible cost limits outlined in the application process and as verified by paid invoices submitted to the District by the Participant. The grant award will not exceed the Total Grant Award noted above, or the total allowable reimbursements; whichever is less.

Payments: Only expenditures incurred by Participant in the direct performance of this Agreement can be reimbursed by NSAQMD. Participant shall become a supplier with Nevada County and shall invoice the NSAQMD final payment once the necessary the zero emission lawn and garden equipment has been purchased and received in full and the old operable combustion (gas powered) lawn and garden equipment has been documented as destroyed.

Payments by NSAQMD to Participant shall be permitted only after said services have been satisfactorily rendered, and after a written request and claim from Participant for such payment has been received by NSAQMD. Said written request shall set forth the work completed in the claim period and shall include copies of any and all invoices or financial records needed to verify that stated costs have been incurred by Participant.

NSAQMD shall pay Participant the amount of the Total Grant Award within thirty (30) calendar days after receiving a request for payment and verifying that services have been satisfactorily completed as cited in the invoice.

Participant expressly understands, acknowledges and agrees that NSAQMD will use reasonable efforts to budget and allocate funds to support this Agreement, however NSAQMD cannot make any guarantees as to the availability or amount of any future reimbursement pursuant to this Agreement except for the Total Grant Award expressly set forth above. Any and all future decisions to budget for or expend monies to support this reimbursement agreement are subject to the sole discretion of the NSAQMD Board and, therefore, this Agreement creates no right or entitlement to any future reimbursement whatsoever. NSAQMD shall have no obligation whatsoever to budget or expend monies for the purpose of fully funding this reimbursement agreement nor to use any funds other than Carl Moyer grant funds for the purpose of funding this Agreement.

Any and all obligations or commitments to reimburse Participant under this Agreement shall expire as of the earlier of (a) December 31, 2026 or (b) termination of the Agreement pursuant to Paragraph 9, below; and that this Agreement may be terminated whether or not Participant has received its full reimbursement for the Total Grant Award. Therefore, Participant further understands, acknowledges, and agrees that this Agreement may terminate before full reimbursement for the Total Grant Award may be made.

The amount to be paid to Participant under this Agreement shall include all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by Participant, as outlined in Exhibit A.

Claims and all supporting documentation shall be submitted via mail to the Northern Sierra Air Quality Management District (NSAQMD). PO Box 2227 Portola CA. 96122, Attention: Melissa Klundby , and via email to: melissak@myairdistrict.com

Close-out Period: All final claims for repayment shall be submitted by Participant to NSAQMD within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by NSAQMD on claims submitted beyond the 60-day close-out period.

7. NON-ALLOCATION OF FUNDS

The terms of this Agreement and the services to be provided there under are contingent on the approval and appropriation of funds by the NSAQMD, the State of California and the federal government. NSAQMD upon giving **seven (7) calendar days written notice** to Participant, shall have the right to terminate its obligations under this Agreement if the NSAQMD, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge NSAQMD's obligations coming due under this Agreement.

8. INDEPENDENT PARTICIPANT

In performance of the work, duties, and obligations assumed by Participant under this Agreement, it is mutually understood and agreed that Participant, including any and all of Participant's officers, agents, and employees, will at all times be acting and performing as an independent Participant and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of NSAQMD. Furthermore, except for requirements specifically stated in this Agreement, NSAQMD shall have no right to control, supervise or direct the manner or method by which Participant shall perform its work and function. However, NSAQMD shall retain the right to administer this Agreement so as to verify that Participant is performing its obligations in accordance with the terms and conditions thereof. Participant and NSAQMD shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent Participant, Participant shall have absolutely no right to employment rights and benefits available to **NSAQMD** employees. Participant shall be solely liable and responsible for providing to, or on behalf of, itself all legally required employee benefits. In addition, Participant shall be solely responsible and hold NSAQMD harmless from all matters relating to payment of Participant's employees, including compliance with social security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Participant may be providing services to others unrelated to NSAQMD or to this Agreement.

9. TERMINATION

Breach of Agreement: NSAQMD may immediately suspend or terminate this Agreement, in whole or in part, for any of the following reasons:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to NSAQMD;
4. Improperly performed services; or
5. Participant breaches any requirements of the Carl Moyer Program Guidelines and applicable Carl Moyer Program Advisories.

In no event shall any payment by NSAQMD constitute a waiver by NSAQMD, the CARB (California Air Resources Control Board) or their designee(s) of any breach of this

Agreement or any default which may then exist on the part of Participant, nor shall such payment impair or prejudice any remedy available to NSAQMD, the CARB or their designee(s) with respect to the breach or default. NSAQMD, the GARB or their designee(s) shall have the right to demand of Participant the repayment to NSAQMD of any funds disbursed to Participant under this Agreement which in the judgment of NSAQMD, the ARB or their designee(s) were not expended in accordance with the terms of this Agreement. Participant shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, NSAQMD, the CARB or their designee(s) may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

Without Cause: Either party may terminate this Agreement at any time after giving the other party at least thirty (30) days advance written notice of intention to terminate. Upon such termination, all the work, if any, produced by Participant shall be promptly delivered to NSAQMD.

10. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

11. **NON-ASSIGNMENT**

Neither party shall assign, transfer, or subcontract this Agreement, nor their rights or duties under this Agreement, without the prior express, written consent of the other party.

12. INDEMNIFICATION

Participant agrees to indemnify, save, hold harmless, and at NSAQMD's request, defend NSAQMD, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to **NSAQMD** which arises from any negligent or wrongful acts or omissions of Participant. its officers, agents. subcontractors, or employees in their performance of this Agreement.

In addition, by signing this agreement. Participant affirms that the project proposed in Exhibit A to this Grant Agreement has not been funded and is not being considered for funding by another air district, ARB, or any other public agency. Any applicant who is found to have submitted multiple applications for the same project may be banned by the ARB from submitting future applications to Carl Moyer Program solicitations and may be subject to criminal sanctions. A project funded cooperatively by multiple air districts is eligible for funding if the project parameters are coordinated amongst the participating districts and the project meets all applicable Carl Moyer Program criteria. Applicants are allowed to re-apply for project funding if a previous application has been rejected and is no longer being considered for funding or if the applicant withdraws the previous application from the other funding source.

14. AUDITS AND INSPECTIONS

Participant shall at any time during regular business hours, and as often as NSAQMD, the CARS or their designee(s) may deem necessary, make available to and permit NSAQMD, the GARB or their designee(s) to inspect and audit all of the Participant's equipment and/or records necessary to determine Participant's compliance with the terms of this Agreement.

Participant shall be subject to an audit by NSAQMD, the CARB or their designee(s) to determine if the revenues received by Participant were spent for the reduction of pollution as provided in this Agreement and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, NSAQMD, the CARS or their designee(s) makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, Participant agrees to immediately reimburse NSAQMD all funds determined to have been expended not in conformance with this Agreement.

Participant shall retain all records and data for activities performed under this Agreement for at least three (3) years from the date Of final payment under this Agreement or until all state and federal audits are completed for that fiscal year, whichever is later.

The Participant understands and agrees that the GARB has the authority and reserves the right to monitor and enforce the terms of the contract at any time during the project life. The NSAQMD, the CARB or their designee(s) may seek whatever legal, equitable and other remedies are available under State law for the owner's failure to comply with the Carl Moyer Program requirements and failure to fully perform under the grant agreement.

15. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT
Chris Meyers Meyer Ranch 2448
N. Valley Road
Greenville, CA 95947

NSAQMD
Julie Hunter
Air Pollution Control Officer
Northern Sierra Air Quality Management District
PO Box 2227
Portola, CA 96122

Any and all notices between NSAQMD and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

16. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office.

17. LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

18. CONFLICT OF INTEREST

No officer, employee, or agent of NSAQMD who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. Participant shall comply with all federal and state conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of **NSAQMO.**

19. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement shall only be in Nevada, Plumas or Sierra County(ies), California.

20. BINDING ON SUCCESSORS

This Agreement, including all covenants and conditions contained herein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

21. TIME IS OF THE ESSENCE

It is understood that for Participant's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Participant will, to the reasonable satisfaction of NSAQMO, complete all activities provided herein within the time schedule outlined in the attachments to this Agreement, provided that Participant is not caused unreasonable delay in such performance.

22. DATA OWNERSHIP

Upon termination or expiration of this Agreement, all data which is received, collected, produced, or developedby Participant under this Agreement shall become the exclusive property of NSAQMD, provided; however, Participant shall be allowed to retain a copy of any non-confidential data received, collected, produced, or developed by Participant under this Agreement, subject to NSAQMD's exclusive ownership rights stated herein. Accordingly, Participant shall, if requested, surrender to NSAQMD all such data which is in its possession {including its subcontractors or agents), without any reservation of right or title, not otherwise enumerated herein. NSAQMD shall have the right at reasonable times during the term of this Agreement to inspect and reproduce any data received, collected, produced, or developed by Participant under this Agreement. No reports, professional papers, information, inventions, improvements, discoveries, or data obtained, prepared, assembled, or developed by Participant, pursuant to this Agreement, shall be released or made available (except to NSAQMD) without prior, express written approval of NSAQMD while this Agreement is in force.

23. NO THIRD-PARTY BENEFICIARIES

Notwithstanding anything else stated to the contrary herein, it is understood that Participant's services and activities under this Agreement are being rendered only for the benefit of NSAQMD, and no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

24. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. TITLE TO EQUIPMENT

Title to and risk of loss of equipment purchased with funds received through this Agreement shall, at all times, vest in and with Participant. Participant acknowledges that NSAQMD did not supply, design or manufacture the equipment or any of its components. This equipment is commercially manufactured and sold by a manufacturer to be determined by Participant. NSAQMD specifically disclaims all warranties, express and implied, including the implied warranties of merchantability and fitness for the intended purpose, as to the purchased equipment, any test equipment or field tests. In no event shall **NSAQMD** be liable to Participant or any third party for any direct, indirect, consequential, special, incidental, or punitive damages for the design, manufacture, operation, maintenance, performance, or demonstration of the purchased equipment under any theory, including but not limited to, tort, contract, breach of warranty, or strict liability.

26. RIGHTS TO EMISSION REDUCTIONS

With the exception of early compliance credits authorized by State statute or regulations written by the California Air Resources Board, Participant transfers and conveys to NSAQMD all rights and claim to ownership of the emission reductions achieved through the project funded by this Agreement. Participant shall not use or attempt to use the emission reductions achieved by the project as emission reduction credits. Participant hereby fully and completely relinquishes such rights for the useful life of the project as specified in Exhibit A.

27. SPECIAL CONDITIONS

Agreement Completion: The NSAQMD, at its discretion, may instead elect to modify the said schedule unless such an extension is not possible as a result of regulatory requirements.

Sale and Damage of Zero Emission Equipment:

Sale: The Participant during the life of this Agreement, may not sale or dispose of any operable zero emission lawn and garden equipment purchased through this agreement for the life of this contract.

Damage: If for any reason, the zero-emission lawn and garden equipment is(are) damaged but repairable during the life of this Agreement, the Participant shall notify the NSAQMD of this fact in writing within 15 days and begin working with the NSAQMD to promptly complete one of the two options listed below:

(a) participant shall have the purchased zero-emission lawn and garden equipment repaired if feasible.

(b) If repairs are feasible and the Participant elects not to have the damaged zero-emission lawn and garden equipment repaired, then the Participant shall repay the NSAQMD the full amount of the original grant award or less at the discretion of the APCO.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Participant and NSAQMD with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written. Electronic signatures are acceptable.

Approved by the Northern Sierra Air Quality Management District
Reviewed by:

______________________________ **Date:** ________________
NAME
Grant Coordinator

Approved by:

______________________________ **Date:** ________________
NAME
Air Pollution Control Officer

______________________________ **Date:** ________________
NAME
District Board Chair

Contract Number 2026-06 SR, Chris Meyers Electric Forklift Replacement

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT
CARL MOYER AIR QUALITY STANDARDS ATTAINMENT PROGRAM CONTRACT

This Grant Contract (Contract) is between the Norther Sierra Air Quality Management District (District), a public agency of the State of California, and Chris Meyers (Program Participant).

1.0 Recitals

1.1 The District is in nonattainment of the State air quality standards for ozone and particulate matter (PM) and is impacted by the effects of toxic air contaminants, including diesel particulate matter and other pollutants from mobile sources.

1.2 The Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program or Program) was created in 1998 in honor of the late Dr. Carl Moyer (1937 – 1997), whose extraordinary dedication, hard work, vision and leadership made this program possible. He created and masterminded this program, in an effort to unite business and government in the name of public interest to improve California’s air quality.

1.3 In 1999, Assembly Bill 1571 formally established the statutory framework for the Program (H&SC Section 44275 et seq.). Legislation enacted in 2022 (Assembly Bill 2836) extended authorization of the Program out to January 1, 2034.

1.4 The District Governing Board first approved District participation in the Program and considers approval to participate annually as funding allows.

1.5 The California Air Resources Board (CARB) maintains Program Guidelines which were most recently updated in 2026. The District maintains a Policies and Procedures Manual which outlines local implementation of the Program. Both documents help ensure that emission reductions achieved through the Program are surplus, enforceable, quantifiable, and permanent.

1.6 The Program Participant wishes to participate in the Program by purchasing and operating the equipment described in this Contract and represents that the purchase is not required by any local, State, and/or federal rule, regulation, memorandum, or other legally binding agreement.

1.7 This Contract is a voluntary act intended to accelerate the introduction of low-emission vehicle and engine technology designed to reduce emissions of nitrogen oxides (NOx), PM, reactive organic gases, toxic air contaminants, and oxides of carbon within the District as required by this grant.

2.0 Terms and Conditions

2.1 **Program Participant Obligations** – the Program Participant will:

2.1.1 Purchase and operate the equipment described in Exhibit A by **July, 2027**. The Program Participant may submit a written request to extend this Section if the project cannot be successfully completed due to circumstances beyond the Program Participant's reasonable control.

2.1.2 Ensure that a functioning hour meter or odometer as applicable is installed on the equipment described in Exhibit A for the life of the project.

2.1.3 Destroy the baseline equipment described in Exhibit A in a manner acceptable to the District or deliver the baseline equipment to a District-approved scrap facility within 30 days of receiving the replacement equipment (60 days if the replacement equipment is zero-emission).

2.1.4 Operate the equipment described in Exhibit A in Plumas/Sierra/Nevada County during the term of this Contract in accordance with the requirements in Exhibit B. In addition to meeting the operating requirements established in Exhibit B, 51% of the vehicle's total operation must occur within California.

2.1.5 Report equipment usage, equipment location, and unexpected downtime to the District annually for the duration of the Contract life. The District will provide a form annually.

2.2 **Payment**

2.2.1 The District will remit to the Program Participant up to **$47,129.00** towards the cost of the equipment identified in Exhibit A. The maximum Contract amount shall not exceed the maximum funding level corresponding to the program cost-effectiveness limit, nor may the maximum Contract amount exceed the project incremental cost. The maximum Contract amount must also comply with any funding caps and other criteria for the specific project category as identified in the current Carl Moyer Program Guidelines and the District's Policies and Procedures.

2.2.2 If any portion of the equipment purchase requires financing, the Program Participant shall provide the financing terms to the District for review and approval before signing this agreement. No rented or lease type financing is permissible, only conventional financing will be allowed. A minimum of the full Contract amount shall be used to pay down any financing within 30 days of receiving payment from the District. Proof of payment is due to the District within 45 days of receiving payment from the District.

The Program Participant has indicated that they will purchase the equipment described in Exhibit A in the following manner:

☒ Purchase in full with no financing

☐ Use of short-term financing (PO account, net 30 terms, etc.)

☐ Use of standard financing

If the Participant is using commercial or other loans to purchase the equipment, the Participant authorizes the financing entity to release any and all financial information to the District regarding the Participant's payment status at any time during the term of this Agreement. Furthermore, the Participant agrees to hold the releasing parties immune from liability for the release of the information to the District.

2.2.3 Any payments made under this Contract are subject to the provisions and limitations of the Health and Safety Code (HSC). The District shall have no liability for payment of any compensation and expenses that are found to be in contravention of the HSC or any other local, State, or federal law. The Program Participant shall reimburse the District for any payments that are later found to be in contravention of the HSC or any other local, State, or federal law.

2.2.4 No payments shall be issued under this Contract prior to final inspection of the project by District personnel and destruction of the existing equipment is complete.

2.2.5 Payment of the grant amount shall be issued by the District to the Program Participant within sixty (60) days after receipt by the District of all required documents and completion of inspections of the replacement equipment and destroyed baseline equipment. Required documents include:

(i) Final itemized invoice from equipment dealer or vendor showing eligible costs:

(ii) Proof of payment to equipment dealer or vendor, or final financing documentation (if applicable);

(iii) Equipment warranty;

(iii) Invoice to the District requesting payment; and

(iv) Proof of insurance consistent with the requirements of Exhibit C of this Contract.

2.2.6 Payments made under this Contract are subject to taxation and an IRS Form 1099 may be issued to the Program Participant. Funds may be withheld by the District as required by law for payment of tax liabilities and/or other court-ordered payments.

2.2.7 The District shall pay the lower of the Contract amount in Section 2.2.1 or the maximum funding amount as determined by cost effectiveness limits and the District's Policies and Procedures.

2.2.8 The parties acknowledge that this Contract will be funded by incentive fund revenues being transferred to the District through the Carl Moyer and State Reserve Programs; however, the District may terminate this Contract if it does not receive all or a portion of the revenues, or funds are not specifically appropriated for this Contract in the District's final budget prior to the expiration of the Contract and any Contract extensions. If the District terminates this

Contract under this paragraph, it will serve notice of the action on the Program Participant within ten (10) working days.

2.3 **Contract Term & Performance**

This Contract shall begin upon execution by all parties and terminate **3 year from post inspection date**. No work including any related purchases may begin on this project until this Contract is executed by all parties. For this Contract, the timeframe indicated by the execution of this Contract and the afore-mentioned termination date shall serve as the Contract term including both the project completion and project implementation/life periods. Under no circumstance may the liquidation date be extended beyond four (4) years from the original date of Contract execution.

During this time period, the Program Participant is required to operate the program funded vehicle, equipment and/or engine according to the terms of this Contract. By executing this Contract, the Program Participant agrees to operate the vehicle, equipment and/or engine according to the terms of this Contract and to cooperate with the District and CARB in implementation, monitoring, enforcement, or other efforts to assure the emission's benefits are real, quantifiable, surplus, and enforceable.

Upon termination of this Contract, if the vehicle/engine/equipment fails to fulfill the ownership and usage requirements of this grant Contract, the Program Participant shall return to the District an amount based on the difference between the required operation amount and the actual amount operated according to the following formula:

A = I * [(O*L) – C] / (O*L)
A = Amount Owed to the District
I = Total Incentive Award
O = Annual Operational Requirement (miles, hours or gallons)
L = Length of the Contract in Years
C = Actual Operation (miles, hours, or gallons)

The APCO may, at their sole discretion, relieve this obligation to return the funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements. Additionally, the APCO may, at their sole discretion, require full reimbursement of all funds paid to the Program Participant as outlined in Section 2.4.14. Additionally, the APCO may grant a waiver to the Program Participant for a defined time period if the Program Participant demonstrates to the APCO's satisfaction that the equipment was significantly underutilized due to unforeseen conditions beyond the Program Participant's control. Waivers must be granted in accordance with Section EE(2)(D) of the 2024 Carl Moyer Guidelines.

2.4 **Program Requirements**

2.4.1 The Program Participant warrants that the equipment covered under this Contract meets all the eligibility requirements described in the Carl Moyer Program application and Carl Moyer Program Guidelines. The Program Participant further agrees to operate the vehicle, equipment and/or engine in a manner that is consistent with goals and objectives of the Program.

2.4.2 An applicant must disclose the value of any public incentive or grant received or applied for that directly reduces the project cost for the equipment listed in Exhibit

A of this Contract except for tax credits and tax deductions. Such incentive funds may include but are not limited to other Carl Moyer Program funds and local, State and Federal funds. If the District discovers that the Program Participant has applied for or received undisclosed public incentive funds, the District may terminate this Contract and require that any funds paid under this Contract be returned to the District. An applicant who is found to have applied for or received incentive funds from another entity or program for the same project without disclosing that information as required by this Contract may be disqualified from funding for that project from all sources within the control of an air district or CARB. The District or CARB may also seek civil penalties for such non-disclosure.

2.4.3 The Program Participant agrees to operate the vehicle, equipment and/or engine described in Exhibit A within the manufacturers' specifications including all maintenance and fueling requirements. An operational odometer, hour meter, or other District-approved usage measuring device must be installed on all projects and maintained for continuous operation. Under no circumstances may the Program Participant make any modifications to or tamper with the vehicle, equipment and/or engine emission control system(s), or any recording devices on the vehicle, equipment and/or engine prohibited under CARB and EPA regulations. The Program Participant also agrees to operate the vehicle, equipment and/or engine in compliance with all local, State, and federal rules, laws, and regulations. Repower projects must be completed in a manner such that it does not void the engine warranty provided by the manufacturer and any remaining warranty provided by the vehicle, equipment and/or engine manufacturer.

2.4.4 The Program Participant must be the legal owner of the replacement equipment through the length of this Contract. If the replacement equipment is repossessed by a financing company, the Program Participant must reimburse the District in accordance with the termination formula in Section 2.3.

2.4.6 The District, CARB, or their designee may conduct an audit of the Program Participant's operations to verify that the Program Participant is complying with the Contract terms.

(i) As a condition of accepting funds, the Program Participant agrees to designate CARB as a third-party beneficiary with full auditing, inspection, and enforcement rights throughout the entire term of the Contract.

(ii) Any audits will be conducted at a reasonable time and with reasonable notice to the Program Participant. The Program Participant agrees to provide the District and CARB with on-site access to the vehicle(s)/equipment described in Exhibit A.

2.4.7 The Program Participant shall defend, indemnify, and hold harmless the District, CARB, its officers, agents, employees and volunteers from any and all losses, costs, damages, fines or expenses (including attorney fees, court costs and expert fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any breach of the responsibilities required of the Program Participant by this Contract or which are related in any way to the vehicle, equipment and/or engine, including any and all liability for general, special, consequential, or other damages resulting from the use of the vehicle, equipment and/or engine by the Program Participant, for which financial assistance or other incentives are received from the District by the Program Participant.

2.4.8 **This Section 2.4.8 shall survive the termination of this Contract for three (3) years following the end date listed in Section 2.3.** The Program Participant shall keep the following records from the beginning of operation of the equipment described in Exhibit A through the end of the term described in Section 2.3 and for three (3) years following the end date listed in Section 2.3. It is the responsibility of the Program Participant to maintain records adequate to document the subsequent information. The District may request these records at any time during the term of this Contract, including:

(i) Hours operated;

(ii) Engine downtime;

(ii) Type and cost of maintenance performed.

2.4.9 The Program Participant shall maintain in force at all times during the term of this Contract and any extensions or modifications thereto, insurance in accordance with Exhibit C. In the event the Program Participant does not have the required certificate of insurance, or if the required insurance lapses, the District shall be notified immediately.

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

2.4.11 The Program Participant shall observe and comply with all applicable federal, State and District statutes, ordinances, regulations, rules, directives, and laws. Projects funded by the Carl Moyer Program must be included when defining the size of the fleet for determining regulatory compliance. Throughout the Contract term as specified in Section 2.3, projects must not be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance. This Contract shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. If a provision of this Contract violates any applicable law or regulation, that provision will be stricken from the Contract, and all other provisions will remain in full force. Any action or proceeding arising out of this Contract shall be filed in a State court or federal court located in Plumas, California.

2.4.12 No performance rendered or payment due under this Contract may be delegated or assigned without the written consent of all the parties hereto. If the Program Participant assigns any of its rights or obligations under this Contract, all of the terms and conditions of this Contract shall apply to the Program Participant's assignee.

2.4.13 Noncompliance with the reporting requirements shall require on-site monitoring or inspection by District staff. The District may request additional performance documentation at its discretion.

2.4.14 This Contract may be terminated by the District upon 30-day notice if the Program Participant fails to meet any of the obligations established in this Contract or outlined in the Carl Moyer Program guidelines or the HSC. If the Contract is terminated, the Program Participant will refund the entire incentive paid by the District. The APCO may, at his or her discretion, waive the refund or allow the Program Participant an opportunity to cure its failure to meet the Contract obligations. Additionally, the District and/or CARB may seek all available remedies for breaches of any Contract provisions, Carl Moyer Program requirements, or HSC.

2.4.15 The Program Participant may not sell or encumber the equipment described in Exhibit A without the written consent of the District.

2.4.16 The District has made no representations or guarantees to the Program Participant regarding the quality, condition, or proposed use of the low-emission vehicle and engine technology funded under this Contract or the effects of such technology on the normal operations of the Program Participant.

2.4.17 If any of the events listed in this paragraph occur, the Program Participant must notify the District within thirty (30) days of the date the Program Participant knows, or should have known, that the event has occurred or is likely to occur:

(i) The Program Participant suffers a catastrophic loss; or

(ii) The Program Participant files for bankruptcy; or

(iii) Any other event has occurred or is likely to occur that could impair the Program Participant’s ability to perform the conditions of this Contract.

2.4.18 This Contract will bind the successors of the District and Program Participant in the same manner as if they were expressly named.

2.4.19 During the performance of this Contract, the Program Participant shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Program Participant shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Program Participant and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Program Participant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2.4.20 Correspondence between the District and Program Participant should be addressed to the following:

To District	To
NSAQMD	Name: Chris Meyers
PO Box 2227	Address: 2448 N. Valley Road
Portola, CA 96122	City, State, Zip: Greenville, CA 95947
Phone: (530) 832-0102 ext 4	Phone: (530) 592-9798
Email: office@myairdistrict.com	Email: christmeyers@gmail.com

The address and/or contacts may be changed only by written notice to the other party. Such written notice may be given by mail or personal service.

2.4.21 This Contract consists of the following:
(i) Program Participant Contract
(ii) Exhibit A – Vehicle/Equipment Information Form
(iii) Exhibit B – Performance Requirements
(iv) Exhibit C – Insurance Requirements

DISCLOSURE STATEMENT: The undersigned representative of the Program Participant affirmatively states that neither they nor any other representative of the Program Participant will submit another application or sign another Contract for the same vehicle, equipment, and/or engine detailed in Exhibit A with any other source of funds, including but not limited to other air districts or multidistrict funding under the Carl Moyer Program.

Any Program Participant or Program Participant's designee who is found to have submitted multiple applications or signed multiple Contracts for the same vehicle, equipment, and/or engine shall, at a minimum, be disqualified from funding for that vehicle, equipment and/or engine from all sources, may be required to reimburse the public agencies for any monies received, and may also be banned from submitting future applications to any and all Carl Moyer Program solicitations. In addition, as a violation of law, including but not limited to the HSC and Business and Professions Code, CARB and the districts may levy fines and/or seek criminal charges.

The undersigned representative of the Program Participant has read and agrees to comply with all terms and conditions in this Contract and also affirmatively states that he or she has legal authority to bind the Program Participant to the terms and conditions of this Contract.

Approved by the Program Participant

______________________________ **Title:** ______________________
Program Participant (Print Name)

______________________________ **Date:** ______________________
Program Participant (Signature)

Approved by the Northern Sierra Air Quality Management District

Reviewed by:

______________________________ **Date:** ________________
NAME
Grant Coordinator

Approved by:

______________________________ **Date:** ________________
NAME
Air Pollution Control Officer

______________________________ **Date:** ________________
NAME
District Board Chair

EXHIBIT A
STATEMENT OF GRANT OBLIGATIONS

General

The NSAQMD promotes voluntary diesel engine emission reduction programs under cooperative agreements with eligible applicants to reduce public exposure to ozone precursors and toxic diesel particulate matter. The objective of this Grant Agreement is to reduce these air pollution emissions from this off-road piece of equipment in the Participant's fleet by replacing the existing equipment with newer equipment. The equipment is based in Plumas County. This project's cost effectiveness is less than the Carl Moyer Program cost effectiveness limit as defined in the most current version of the Carl Moyer Guidelines (Moyer Guidelines).

Project Description

	Existing Equipment	New or Replacement Equipment
Type	Toyota	Toyota
Make / Model	3FG20	PNEUMATIC ELECTRIC
Serial / Year	11159/ 1980	2026
	Existing Engine	**New or Replacement Engine**
Make / Model	Toyota	Toyota
Serial # / Year	NA/ YR 1980	TBD YR 2026
Fuel / HP	Gas/ 45	Electric/ NA HP
Hours of Operation.(+ or – 30% allowable)	300	300
Family	TBD	TBD
Eng. Cert.	Uncontrolled	Electric

Final Disposition of Existing Equipment

The State of California intends that the existing engine(s)/equipment shall be permanently prevented from polluting the air in any location in any manner. Therefore, the engine(s)/equipment shall be rendered permanently inoperable before the Total Grant Award is disbursed by the Air District. The Air District shall do a Final Post Inspection on the existing equipment to ensure that it has been properly rendered permanently inoperable. Typically, that would entail, at a minimum, a hole punched in the engine block and a section of the equipment frame (or some other equivalent structure) permanently removed from the existing equipment.

Total Grant Award

The Total Grant Award for this project shall not exceed **$47,129.00** and/or the maximum Contract amount shall not exceed the maximum funding level corresponding to the program cost-effectiveness limit, nor may the maximum Contract amount exceed the project incremental cost. The maximum Contract amount must also comply with any funding caps and other criteria for the specific project category as identified in the current Carl Moyer Program Guidelines and the District's Policies and Procedures.

Matching Funds

Costs incurred in excess of the Total Grant Award for the project will be the responsibility of the Participant and shall constitute their matching and/or in-kind contribution for the project.

Term of Agreement

1. For the purposes of this Agreement, the term of the Grant Agreement life is defined herein to be **3 years** years from the date of the final post inspection.
2. Installation Deadline: Project shall be completed as soon as possible but must be completed before **Jul7 31, 2027**
3. No work may begin until contract is fully executed.

EXHIBIT B
ANNUAL GRANT STATUS REPORT FORMAT

Participant shall submit the “Annual Engine/Equipment Usage Report” form below to the NSAQMD for each new low emission engine/equipment funded under this Agreement. The first report is due one year from the day of the NSAQMD post-inspection. The report form will be provided to the NSAQMD annually for the life of the Grant Agreement. The purpose of this report form is to provide the NSAQMD with feedback as to Participant’s experience with the new low emissions equipment and to provide a record of the actual usage versus the usage identified in the Participant’s grant application. The report shall include the following items:

1. Name and address of Participant;
2. Project Agreement number;
3. Make and model of equipment purchased;
4. Usage information for the new equipment:
   - Hours of use of the new equipment over the past 12 months; or
   - Estimated fuel use with the new equipment over the past 12 months;
5. Discussion of any repairs, problems, or benefits with the equipment.

Northern Sierra Air Quality Management District
Exhibit B-1a: Annual Engine Usage Report
(CARL MOYER CONTRACT #)

INSTRUCTIONS: Complete this Annual Engine Usage Report every year on the anniversary date of the project's post inspection for the life of the Grant Agreement. The report shall be sent to the NSAQMD within 2 weeks of the post inspection anniversary date.

SECTION 1: GRANTEE INFORMATION

Company/Grantee Name:
Company/Grantee Address:
Company/Grantee Phone Number:
Date: ________________________

SECTION 2: ENGINE INFORMATION: Please verify the information below and complete any missing Information. **Failure to complete information may lead to an immediate engine inspection and audit.**

1. Location of Equipment /Engine Identified Below:
____
New Equipment:____________________; VIN: ____
2. Model Year, Make, Model and Family Number of new equipment engine:
New Engine: ______________________ Family: ____
Grant Agreement Usage: hours/yr (+/- 30%)
3. Engine Serial #:__________________________________.
4. Power Rating: : _________ HP
5. Fuel Type: __________________

SECTION 3: ANNUAL USAGE INFORMATION: Provide the following Engine Usage Information:

1. Report Start Date: _____________________ (MM/DD/YY)
2. Report End Date: _____________________ (MM/DD/YY)
3. Percent of Time Operated in California: _____________________
4. Engine Use within the period stated above (complete all that apply):
__________________________________ hours **(this number is required)**
__________________________________gallons *(this can be an estimate and is not required)*
_______________N/A_______________miles
5. Has the fleet mod functioned effectively over this period _____________
(Yes/No; if No, please attach description of issue(s) & steps taken to resolve issue(s).

Signature ______________________________ **Date** __________________________

Mail to: NSAQMD, PO Box 2227 Portola CA 96122 **Email to:** office@myairdistrict.com

EXHIBIT C – INSURANCE REQUIREMENTS

INSURANCE

The PROGRAM PARTICIPANT agrees to maintain any and all insurance required for the term of this Contract. Limits of liability and coverage details are pursuant to the DISTRICT's insurance requirements specification.

The following insurance coverage is required for projects with grant funding over $10,000.00:

- ☒ COMMERCIAL/GENERAL LIABILITY
- ☐ BUSINESS AUTOMOTIVE LIABILITY
- ☐ PUBLIC ENTITIES/SELF-INSURED STATUS
- ☐ PROFESSIONAL LIABILITY INSURANCE
- ☒ WORKERS COMPENSATION and EMPLOYERS LIABILITY (if applicable)

Before commencement of work, the PROGRAM PARTICIPANT shall furnish the DISTRICT with certificate(s) of insurance or self-insurance and original endorsement(s) and insurance binder(s) affecting coverage required below. The certificates, endorsements, and binders for each insurance policy are to be signed by a person authorized by the insurer to affect coverage on its behalf. The certificates, endorsements, and/or binders are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

If the PROGRAM PARTICIPANT provides self-insurance, it shall, on intervals specified by the APCO, provide financial statements sufficiently detailed so as to allow the APCO to assess the PROGRAM PARTICIPANT's capability of providing such self-insurance. The APCO may reject self-insurance coverage where he/she finds that sufficient coverage will not be afforded to the DISTRICT. Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retention or procure a bond guaranteeing payment of losses related investigations, claims administration and defense expenses.

During the term of the Contract, the PROGRAM PARTICIPANT shall, at its sole expense, obtain primary insurance and maintain in full force and affect the type and limits of liability requirements as follows:

I. A. **<u>COMMERCIAL/GENERAL LIABILITY:</u>** Bodily Injury and Property Damage for premises and operations; Personal Injury and Advertising for premises and operations; Independent Participants (if any basis); Incidental Contracts; Contractual Liability; and Products and Completed Operations.

"Claims made" policies are unacceptable.

Minimum Limits: $1,000,000 combined single limit, on an occurrence policy form.

BUSINESS AUTOMOBILE COVERAGE: Protection against loss of a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile. If the PROGRAM PARTICIPANT has no owned automobiles, then only hired and non-owned automobile coverage are required.

Liability Minimum Limits: $1,000,000 per occurrence for bodily injury or property damage combined single limit.

Comprehensive, Uninsured Motorist and Collision coverage for the replacement value of the vehicle which received grant funding.

B. **Public Entities/Self-Insured Status:** The PROGRAM PARTICIPANT shall maintain status as a legally self-insured public entity for general liability and shall maintain a self-insured retention of $300,000 per occurrence.

C.

II. **Workers' Compensation and Employers' Liability:** The PROGRAM PARTICIPANT shall carry full Workers' Compensation insurance coverage for all persons directly employed or volunteers, in carrying out the work under this Contract, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Employers' Liability statutory limits will apply. If the PROGRAM PARTICIPANT has no employees, no Workers' Compensation coverage is required. If the PROGRAM PARTICIPANT hires subcontractors to perform under this Contract, the PROGRAM PARTICIPANT shall assure that the subcontractor carries Workers' Compensation insurance for all of its employees, who are required to be covered by applicable law.

III. **Notice of Cancellation:** Although it is the ultimate responsibility of the PROGRAM PARTICIPANT to notify the DISTRICT of insurance policy cancellation or change, each insurance policy shall be endorsed, and evidence of such endorsement shall be provided to the DISTRICT, that coverage not be suspended, voided, canceled, reduced in coverage or in limits, or material change in coverage, except after the insuring agency endeavors to mail a 30-day prior written notice to the DISTRICT.

IV. **Additional Insured:** It is mandatory that all the above insurance policies (except Workers' Compensation) include the DISTRICT as additional insured with endorsement. The DISTRICT, its officials, trustees, agents, employees, and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the PROGRAM PARTICIPANT.

V. In addition, it is understood and agreed that the following be made a part of this Contract.

A. **Excess/Umbrella:** An excess policy or an umbrella policy (following form) may be utilized to meet the above-required limits of liability.

B. **Supplementary Payments:** The above-stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance limits of liability. If any of the policies indicate that defense costs are included in the general aggregate limit, then the general aggregate limits must be a multiple of the per occurrence limits.

C. **Program Participant's Insurance is Primary:** The PROGRAM PARTICIPANT's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the DISTRICT, its officials, trustees, agents, employees or volunteers shall be excess to the PROGRAM PARTICIPANT's insurance and shall not contribute with it.

D. **Acceptability of Insurers:** Insurance is to be placed with admitted State of California insurers which have an A.M. Best's rating of no less than A: VII, or be an equivalent program of self-insurance.

E. **District Risk Manager Exceptions:** Any exceptions to the above insurance requirements are subject to the concurrence of the DISTRICT's Risk Manager.