

# GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT



## GOVERNING BOARD MEETING INFORMATION

### Meeting Date & Time

Wednesday, July 13, 2016 at 10:00 a.m.

### Meeting Location

Alpine County Administrative Center  
99 Water Street (State Hwy 89)  
Markleeville, California 96120  
(*public Wi-Fi password: no password required*)

### District Board

Larry Johnston, Mono County, Chairman  
Vacant, Town of Mammoth Lakes  
Ron Hames, Alpine County  
Mary Rawson, Alpine County  
Jeff Griffiths, Inyo County  
Fred Stump, Mono County  
Matt Kingsley, Inyo County

Phillip L. Kiddoo, Air Pollution Control Officer  
157 Short Street, Bishop, California 93514  
(760) 872-8211 E-mail: [pkiddoo@gbuapcd.org](mailto:pkiddoo@gbuapcd.org)



# GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537  
760-872-8211 Fax: 760-872-6109

## **NOTICE OF PUBLIC COMMENT PERIOD GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT AIR QUALITY MONITORING NETWORK PLAN 2016**

The Great Basin Unified Air Pollution Control District (GBUAPCD) has made available for inspection and public comment its *Draft Air Quality Monitoring Network Plan for 2016* (Draft AMNP 2016) in accordance with Title 40 of the Code of Federal Regulations Part 58.10. Copies of the Draft AMNP 2016 and supporting documents may be obtained from the GBUAPCD at 157 Short Street, Bishop, California, and at the District's website, [www.gbuapcd.org](http://www.gbuapcd.org), under "What's New." Written comments received by 12:00 noon on Monday, June 27, 2016, will be included in an informational item and staff report provided to the Governing Board of the GBUAPCD at its regular Board meeting on July 13, 2016, at 10:00 a.m. at the Alpine County Administrative Center, 99 Water Street (State Highway 89), Markleeville, California 96120. Oral comments will also be taken at this meeting. All written comments must be received by 9:00 a.m. on Wednesday, July 13, 2016, to be included in the staff report presented to the U.S. EPA for their consideration and action. Comments on the plan should be sent to Mr. Phill Kiddoo, Air Pollution Control Officer, GBUAPCD, 157 Short Street, Bishop, CA 93514. Comments may also be submitted by e-mail to [pkiddoo@gbuapcd.org](mailto:pkiddoo@gbuapcd.org). For further information, contact Mr. Chris Lanane, Air Monitoring Specialist, at (760) 872-8211.

2016-05-27

### Publication Dates

Inyo Register	June 9, 11, 2016
The Sheet	June 11, 2016
Tahoe Daily Tribune	June 11, 2016

Mail List:	Public Notice
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## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 www.gbuapcd.org

### GOVERNING BOARD REGULAR MEETING AGENDA

**WEDNESDAY, JULY 13, 2016 AT 10:00 AM**

**Alpine County Administrative Center**

**99 Water Street (State Hwy 89), Markleeville, California 96120.**

**Assistance for those with disabilities:** If you have a disability and need accommodation to participate in the meeting, please call Tori DeHaven, Board Clerk, at (760) 872-8211 for assistance so the necessary arrangements can be made.

1. Call to order and pledge of allegiance
2. Public comment on matters not on the agenda (No action)
3. Election of Board Vice Chair for 2016 (Action) .....1
4. Consent Items (Action)
  - a. Approval of the May 16, 2016 regular Governing Board meeting minutes .....2
  - b. Approve consulting and service contracts for fiscal year 2016-2017 (effective July 1, 2016) .....10
  - c. Approve office and monitoring leases and rental agreements for fiscal year 2016-2017 (effective July 1, 2016) .....44
  - d. Approval of annual sole-source determination.....45
  - e. Approve travel and expenditures related to Washington D.C. trip to accept EPA Award .....54
  - f. Out-of-state travel authorization: USEPA National Ambient Air Monitoring Conference, August 8-11, 2016, St Louis, Missouri .....55
  - g. Approve update to Discrimination and Harassment Policy.....57
  - h. Approve the transfer of funds from capital asset reserves and approve the purchase of one (1) new 2016 high-clearance 4 door 4 wheel drive sports utility vehicle in the amount of \$35,117.39 from Perry Motors, Inc .....73
  - i. Approve purchase orders with Campbell Scientific and Sensit Company for the total amount of \$62,021.20 for the purchase of sand motion monitors and radios for the Owens Lake and Mono Lake Dust ID networks.....83
5. Informational items (No action)
  - a. Travel report .....86
  - b. Permit enforcement activity report .....87
  - c. May 2016 local Bike Month Challenge report .....88

6. Adoption of the 2016 Great Basin Unified APCD Air Quality Monitoring Network Plan for air monitoring efforts in the District (Action) .....91
7. Approve Resolution setting regular Board meeting dates, times, and locations (Action) .104
8. Board member reports (No action)
9. Air Pollution Control Officer report (No action) .....107
10. Set date and location of next regular meeting (September, in Mono County) .....108
11. **CLOSED SESSION** - The Board will recess into closed session for a conference call with legal counsel regarding existing litigation in the following matters:
  - a. Russell Covington; Robert Moore; Randy Sipes; Randal Sipes, Jr.; Laborers' International Union of North America Local Union No. 783 vs. Great Basin Unified Air Pollution Control District; Mono County Superior Court, Case No. CV140075; pursuant to subdivision (a) of Section 54956.9 of the California Government Code.
  - b. Mammoth Community Water District vs. Great Basin Unified Air Pollution Control District; Mono County Superior Court, Case No. CV140076; pursuant to subdivision (a) of Section 54956.9 of the California Government Code.
12. **CLOSED SESSION**
  - a. Evaluation of performance – Section 54957(b)(1) of the California Government Code. Employee being evaluated: Air Pollution Control Officer
  - b. Conference with labor negotiators – Section 54957.6 of the California Government Code: Changes regarding the salaries, salary schedules or compensation paid in the form of fringe benefits. Employee: Air Pollution Control Officer
13. **CLOSED SESSION**
  - a. Conference with labor negotiators – Section 54957.6 of the California Government Code: Changes regarding the salaries, salary schedules or compensation paid in the form of fringe benefits. Employee groups: Management Employees and Non-Management Employees. Board-designated representative: Air Pollution Control Officer.
14. Adjournment

(All Meetings Are Electronically Recorded – All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 157 Short Street, Bishop, California.)

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## **GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT**

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211

### **BOARD REPORT**

**Mtg. Date:** July 13, 2016

**To:** District Governing Board

**From:** Tori DeHaven, Clerk of the Board

**Subject:** Vice-Chair for 2016

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At the May meeting the Board decided to defer the election of the Vice Chair for 2016 until the July meeting. If the Board chooses to observe the previous rotation, the Town of Mammoth Lakes representative (unannounced as of June 30, 2016) would serve as Vice Chair for this year. However, the nomination and election of Chair and Vice Chair are at the discretion of the Board.

#### Fiscal Impact

None.

#### Staff Recommendation

Staff recommends that the Board nominate and elect a Vice-Chair for 2016.



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537  
Tel: 760-872-8211 Fax: 760-872-6109

### BOARD REPORT

**Mtg. Date:** July 13, 2016

**To:** District Governing Board

**From:** Tori DeHaven, Clerk of the Board

**Subject:** Approval of minutes of the May 16, 2016 Governing Board Regular Meeting

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**Summary:** Attached for the Board's approval are the minutes from the May 16, 2016 regular meeting held in Bridgeport, California.

**BOARD ACTION:** Staff recommends that the Board review and approve the minutes from the May 16, 2016 meeting.

**Attachment:** May 16, 2016 minutes

Approval of the May 16, 2016 Regular Governing Board Meeting Minutes (Action)  
July 13, 2016 – Agenda Item No. 4a – Page 1

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
GOVERNING BOARD MINUTES  
May 16, 2016

(All Meetings Are Mechanically Recorded)

The Great Basin Unified Air Pollution Control District Governing Board of the Counties of Alpine, Inyo and Mono, State of California met at 10:00 am on May 16, 2016 at the Mono County Board of Supervisors Chamber, Mono County Courthouse, Main Street (U.S. Highway 395), Bridgeport, California 93517. A videoconference location was also available, and listed on the agenda, at the Great Basin Unified Air Pollution Control District's Bishop Office at 157 Short Street, Bishop, California 93514.

The following Board members were present: Board Vice Chair Larry Johnston, Mono County; Board members Rawson and Hames, Alpine County; and Board member Bacon Town of Mammoth Lakes. Board Chair Kingsley, Inyo County, was absent. Board member Griffiths, Inyo County, and Board member Stump, Mono County, arrived late.

GBUAPCD staff present at the Bridgeport location: Phill Kiddoo, Air Pollution Control Officer; Susan Cash, Administrative Projects Manager; Grace Holder, Senior Scientist; Chris Howard, Senior Research and Systems Analyst; Chris Lanane, Air Monitoring Specialist; Jan Sudomier, Air Quality Specialist II; Nik Barbieri, Director of Technical Services and Tori DeHaven, Clerk of the Board.

GBUAPCD staff present at the Bishop location: Sondra Grimm, Field Services Technician II; and Mike Slates, Research and Systems Analyst II.

No members of the public were present at either location.

**Agenda Item #1**  
Call to Order  
Pledge of Allegiance

Board Vice Chair Johnston called to order the regular meeting of the Governing Board at 10:02 a.m.

Board member Bacon then led the Pledge of Allegiance.

**Agenda Item #2**  
Public Comment on  
Matters not on the  
Agenda  
(No Action)

Board Vice Chair Johnston asked for public comment on items not on the agenda at 10:03 am.

No public comment was offered.

**Agenda Item #3**  
Election of  
Governing Chair and  
Vice Chair for 2016  
(Action)

**Motion** (Hames/Bacon) electing Board member Johnston to the position of Governing Board Chair for 2016.

*Ayes: Johnston, Hames, Rawson, Bacon*

*Noes: 0*

*Abstain: 0*

*Absent: Kingsley, Griffiths, Stump*

Motion carried 4/0 and so ordered.

B/O 160516-03

The Board determined that a Vice Chair would be elected at the July meeting as a new Town of Mammoth Lakes representative should be in place by then.

**Agenda Item #4  
PUBLIC HEARING**

- a. Adoption of  
Orders to the City  
of Los Angeles to  
Pay 2016-2017  
Fiscal Year Fees  
as Provided by  
Section 42316 of  
the California  
Health and Safety  
Code (SB 270)  
(Action)
- b. Fiscal Year 2016-  
2017 Total  
District Budget –  
Approval of the  
District and SB  
270 Sub-budgets  
(Second of Two  
Required  
Hearings)  
(Action)

Board Chair Johnston opened the public hearing on item 4a at 10:06 am.

APCO Kiddoo gave a brief presentation on the SB 270 budget for fiscal year 2016-2017 as well as the Order to Pay to the City of Los Angeles Department of Water and Power. Some notable details include:

- The final proposed SB 270 budget and order for assessment is \$93,000 more than the draft budget circulated in April 2016 (primarily due to the addition of Field Services Technician I position).
- The total proposed SB 270 budget and fee assessment for fiscal year 2016-17 is estimated to be \$4,706,000. This is a 17.97% decrease (\$1,031,000) from the 2015-16 total fee of \$5,737,000. The primary decrease is due to reduction of the expense for the Owens Lake Advisory Panel (\$750,000) for 2016-17, and a reduction in anticipated legal expenses (\$400,000).

Board Chair Johnston asked for public comment on item 4a at 10:11 am.

No comment was offered.

Board Chair Johnston closed the public hearing at 10:12 am.

**Motion** (Hames/Bacon) adopting the Fiscal Year 2016-2017 SB 270 Fee Assessment Order to Pay in the amount of \$4,306,000.00, payment which is due no later than the close of business on June 30, 2016; and adopting the Fiscal Year 2016-2017 SB 270 Special Legal Fee Assessment in the amount of \$400,000.00, payment which is due no later than the close of business on June 30, 2016.

*Ayes: Johnston, Hames, Rawson, Bacon*

*Noes: 0*

*Abstain: 0*

*Absent: Kingsley, Griffiths, Stump*

Motion carried 4/0 and so ordered.

B/O 160516-01a

B/O 160516-01b



Board Chair Johnston opened the public hearing on item 4b at 10:13 am.

APCO Kiddoo gave a brief presentation on the District's budgets and sub-budgets for fiscal year 2016-2017. Some notable details included:

- The District Budget is funded primarily by permit/air monitoring fees and state subvention funds.
- The District budget contains a special sub-account funded by the \$10,000,000 public benefit contribution from the City to control PM<sub>10</sub> emissions at the Keeler Dunes. This was a result of the 2013 Settlement Agreement dated August 19, 2013 (2013 SA) and is a part of the District budget and not the SB 270 budget or assessment.
- The District Budget for fiscal year FY 2016-17 is \$704,400. Compared to FY 2015-16, expenses are estimated to be \$40,600 lower (-5.45%). Anticipated revenue will balance the 2016-17 budget.
- Normal employee costs are down by \$42,300 (-6.96%) primarily due to a decrease in retirement costs (-\$8,000 or -11.76%) and reduced GASB 68 Trust-Prefunding (-\$70,300 or -55.79%).
- Revenue for the FY 2016-17 District budget (non-SB 270) is projected to decrease by \$40,600 (-6.93%) due to an estimated reduction in penalty funds being collected under a settlement agreement negotiated by CARB on the District's behalf with a permit holder.
- The proposed SB 270 fee total is \$4,706,000. Compared to the 2015-16 fee total of \$5,737,000 the proposed fee total represents a decrease of 19.59% (-\$1,124,000)

Board Chair Johnston asked for public comment at 10:20 am.

No comment was offered.

Board Chair Johnston closed the public hearing on item 4b at 10:20 am.

**Motion (Bacon/Rawson) adopting the Fiscal Year 2016-2017 Total District Budget considering and including the following:**

- 1) Conduct the second of two public hearings on the total budget, consider all comments and testimony, and make whatever changes are found appropriate to District or SB 270 budgets.
- 2) Adopt the total Great Basin Unified Air Pollution Control District budget which includes: a) the proposed final 2016-2017 District budget; and b) the proposed final 2016-2017 SB 270 budget, including the addition of a Field Services Technician I position to be funded completely from SB 270 (approximate cost, including salary and benefits is \$95,000 in FY 16/17)
- 3) Waive the automatic Consumer Price Index increase for District permit fees based on adopted FY 2016-2017 District budget (less special funds) for the 2016-2017 fiscal year and the amount of current District (non-SB 270) reserve funds.

*Ayes: Johnston, Hames, Rawson, Bacon*

*Noes: 0*

*Abstain: 0*

*Absent: Kingsley, Griffiths, Stump*

Motion carried 4/0 and so ordered.

B/O 160516-04b

**Agenda Item #5**  
Consent Agenda  
(Action)

**Motion** (Bacon/Hames) approving consent agenda items b through e as follows:

- b) Approve the transfer of funds from capital asset reserves and approve the purchase of one (1) new 2016 high-clearance extended cab 4-wheel drive compact pickup truck in the amount of \$33,760.45 from Carson Toyota, Carson City, Nevada
- c) End of year transfer authority, appropriation changes and carryovers
- d) Approval of Bishop Tech Office lease for FY 2016-2017
- e) Authorize transfer of funds from capital asset reserve to current fiscal year budget for procurement of new data processing system and authorize APCO to procure new AirVision data processing and validation system and two (2) Model 8872 Data Loggers from Agilaire, LLC, for \$42,000.00

*Ayes: Johnston, Hames, Rawson, Bacon*

*Noes: 0*

*Abstain: 0*

*Absent: Kingsley, Griffiths, Stump*

Motion carried 4/0 and so ordered.

B/O 160516-05

The Board determined that consent agenda item 5a would be considered with the arrival of Board members Stump and Griffiths.

**Agenda Item #7**  
Informational Items  
(No Action)

The Board Chair determined that item 6 would be heard later in the meeting.

No comments or questions regarding item 7.

**Agenda Item #8**  
Board Member  
Reports  
(No Action)

Board member Bacon noted that today would be her last meeting. She thanked staff and the other Board members for their time and dedication.

Board member Johnston thanked staff for their work in producing the budget. He also thanked Board member Bacon for her years' of service.

**Agenda Item #9**  
Air Pollution Control  
Officer's Report  
(No Action)

APCO Kiddoo presented Board member Bacon with a lamp crafted by District staff in recognition of her years' as an alternate and as a Governing Board member for the Great Basin Unified Air Pollution Control District. APCO Kiddoo then went on to discuss items as follows:

- 1) The final 2016 SIP has been compiled and distributed to the California Air Resources Board (CARB) for approval. All final documents have been added to the District's website. Following approval by CARB the SIP will then be submitted to the U.S. Environmental Protection Agency.
- 2) The District has been nominated to receive the U.S. EPA Clean Air Excellence Award for Regulatory Policy Innovation which is the highest clean air achievement in the country. Staff will accept the award in Washington D.C. on June 28, 2016.
- 3) Active Transportation Challenge is about halfway done. There has been a lot of participation by the local community.
- 4) APCO Kiddoo returned from the Great Salt Lake Issues Forum where he was a key note speaker representing the District. He gave a presentation on Owens Lake which was well received and which demonstrated the similarities between both the Great Salt Lake and Owens Lake.
- 5) Currently, there is correspondence going back and forth between the City and the California State Lands Commission (CSLC). The City may not be able to implement dynamic water management this year due to the current lease agreement that they have with the CSLC. There are provisions in the lease agreement which require the City to meet shallow flood requirements as specified in the Phase 9/10 Environmental Impact Report (EIR). So unless there is no mitigation required or an offset for drying those ponds early the CSLC may require the City to do additional CEQA work. There is also a little bit of the same concern with brine.

Board Chair Johnston asked for questions from the Board.

No questions were asked.

**Agenda Item #6**  
Keeler Dunes Project  
Update  
(No Action)

Dr. Grace Holder, Senior Scientist, gave a slideshow presentation updating the Board on progress made for the Keeler Dunes Project as well as addressing concerns that were brought up at the April 13, 2016 regular meeting.  
*(the presentation is available upon request to the Clerk of the Board)*

Board members Griffiths and Stump arrived at 10:52 am.

**Agenda Item #5a**  
**Consent Agenda**  
(Action)

**Motion** (Stump/Hames) approving consent agenda item a as follows:

- a) Approval of the April 13, 2016 Governing Board meeting minutes

*Ayes: Stump, Griffiths, Rawson, Hames*

*Noes: 0*

*Abstain: Bacon, Johnston*

*Absent: Kingsley*

Motion carried 4/0 and so ordered.

B/O 160516-05a

**Agenda Item #10**  
Set Date and  
Location of Next  
Regular Meeting July  
in Markleeville, CA)

The next regular meeting of the District Governing Board will convene at 10:00 am on July 13, 2016 in Markleeville, California. The District's Clerk of the Board will find and reserve a handicap accessible meeting room and contact the District Board members as to its location.

**Agenda Items #11,  
12, & 13**  
**CLOSED SESSION**

The Board convened into closed session at 11:28 am.

**11. CLOSED SESSION** - The Board will recess into closed session for a conference call with legal counsel regarding existing litigation in the following matters:

- a. Russell Covington; Robert Moore; Randy Sipes; Randal Sipes, Jr.; Laborers' International Union of North America Local Union No. 783 vs. Great Basin Unified Air Pollution Control District; Mono County Superior Court, Case No. CV140075; pursuant to subdivision (a) of Section 54956.9 of the California Government Code.
- b. Mammoth Community Water District vs. Great Basin Unified Air Pollution Control District; Mono County Superior Court, Case No. CV140076; pursuant to subdivision (a) of Section 54956.9 of the California Government Code.

**12. CLOSED SESSION**

- a. Evaluation of performance – Section 54957(b)(1) of the California Government Code. Employee being evaluated: Air Pollution Control Officer
- b. Conference with labor negotiators – Section 54957.6 of the California Government Code: Changes regarding the salaries, salary schedules or compensation paid in the form of fringe benefits. Employee: Air Pollution Control Officer

**13. CLOSED SESSION**

- a. Conference with labor negotiators – Section 54957.6 of the California Government Code: Changes regarding the salaries, salary schedules or compensation paid in the form of fringe benefits. Employee groups: Management Employees and Non-Management Employees. Board-designated representative: Air Pollution Control Officer.

Board Chair Johnston left at 12:31 pm.

The Board reconvened into open session at 12:46 pm with Board member Bacon reporting that there was no action taken in closed session.

**Adjournment**

The meeting was adjourned by Board member Bacon at 12:46 pm. The Board will reconvene in open session at 10:00 am, on Wednesday, July 13, 2016 in Markleeville, California.

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Larry Johnston, Board Chair

**Attest:**

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Tori DeHaven, Board Clerk



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

### BOARD REPORT

**Mtg. Date:** July 13, 2016

**To:** District Governing Board

**From:** Susan Cash, Administrative Projects Manager

**Subject:** Approval of budgeted consultant and service contracts for fiscal year 2016-2017

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The District's total budget for FY 2016-17 contains funds for consulting and service contracts. At this time, staff requests that the Board approve the following budgeted contracts and authorize the Board Chair or the Air Pollution Control Officer to execute the agreements. The contracts will be effective July 1, 2016 and are proportionally dependent on payment of the SB 270 fee for the 2016-17 fiscal year. To save paper, only the contract cover sheets, the scopes of work and fee schedules are attached. Full copies of the contracts are available upon request and will also be available for review at the Board meeting.

#### **Contracts to be approved:**

- 1) Desert Research Institute (DRI) for Consultation Services. The District will be working with experts at DRI on three tasks during the 2016-17 fiscal year. Task 1 involves professional services related to determining dust control compliance on Owens Lake using remote sensing methods. Task 2 is for professional services on issues related to general science and history of Owens Lake. Task 3 involves further research on the engineered roughness element (ERE) dust control measure. More detail is provided for each of the three work tasks below.

#### Task 1 – Remote Sensing Services

Because of the large aerial extent of the dust controls on Owens Lake, the District uses satellite imagery to evaluate the LADWP's ongoing compliance with the performance requirements associated with the managed vegetation and shallow flooding dust control measures. This component of the assessment is for professional services associated with compliance analysis efforts. District staff conducts much of the compliance analyses in-house as opposed to through a consultant but is still in need of technical assistance by remote sensing professionals in the review, development and evaluation of methodologies and in data analysis.

For 2016-17, the amount budgeted for professional remote sensing services from DRI is \$150,000 (SB 270). The primary work to be completed with these funds includes the

following main tasks: 1) Development of a compliance evaluation methodology for the Hybrid dust control areas; 2) Technical assistance and review of the 2016 compliance call for Managed Vegetation; 3) Technical assistance in the evaluation of compliance monitoring for Brine BACM; 4) Assistance in the review and evaluation of the results from the LADWP's shallow flooding wetness cover tests; 5) Assistance with monitoring of TwB2 areas; and 6) General consulting services.

Task 2 – Owens Lake Science and History

\$10,000 is budgeted for technical support on issues related to science and history of Owens Lake. These funds are budgeted for services to support the District on scientific issues related to the character, nature and development of Owens Lake. (SB 270)

Task 3 – Control Measure Testing – Engineered Roughness Element Project

\$100,000 is budgeted to continue to study and investigate the testing of “engineered roughness elements” (ERE) as a waterless approach to controlling the lake bed surface and dust emissions. If such control effectiveness can be achieved, it could potentially translate into dust control strategies that are not only cost effective but also water efficient.

This is the fourth phase of work on the ERE project. The first phase included a small-scale test in the T1A-4 area, the second phase of the project included a second small-scale test in the T26 area, and the third phase of the project included wind tunnel testing of different element shapes and designs in order to optimize their effectiveness. The fourth phase in 16-17 will continue the phase 3 testing but place the elements in the field. The FY 2016-17 funds of \$100,000 (SB 270) will be needed for to continue the testing until June 2017.

- 2) Ramboll Environ International Corporation for Air Quality Modeling – The District has retained the services of Mr. Ken Richmond to conduct Owens and Mono Lake air quality modeling since the 1990's. Mr. Richmond leads a team of scientists for ENVIRON International Corp which recently merged with Ramboll, a Denmark based firm. The proposed assessment includes \$250,000 for ENVIRON to assist the District with the preparation and review of particulate matter air quality modeling at Owens and Mono Lakes and to perform air quality model-related investigations needed to support the Owens and Mono Lake PM<sub>10</sub> State Implementation Plans. Air quality modeling is used to help identify areas that cause or contribute to air quality violations at Owens and Mono Lake and is required as part of the Owens Lake Dust ID Program pursuant to District Board Order #080128-01 and the 2014 Stipulated Judgment. The budget is the same as last year at \$250,000 (SB 270).
- 3) Amec Foster Wheeler Environmental & Infrastructure, Inc. (AMEC) – Since December 2013, the District has retained the services of Amec Foster Wheeler for project management services of the Keeler Dunes Project. AMEC has assisted staff with the original construction bidding process, permitting, required leases, logistical work for plant propagation, and obtaining straw bales (Phase 1). The Phase 2 work involves project management and oversight during continued construction and implementation. The attached scope of work involves having qualified inspectors on-site during implementation to assure that the work is completed according to the specifications and permits. In addition, AMEC's services will be used for the major planting effort that will occur during the Fall and for development of a monitoring protocol and

evaluation to measure success. For 2016-17, the amount budgeted for professional services from AMEC is \$135,358 District Budget: Keeler Dunes Project (100%).

- 4) Morrison and Foerster for Legal Services – It is estimated that \$400,000 will be needed for special legal services to assist the District during FY 2016-17. This amount is an estimate of a reasonable fee to allow the District to respond to any unanticipated legal challenges with necessary and appropriately qualified legal counsel. SB 270 provides for the annual assessment of fees related to the above projects and other related activities. It is difficult to anticipate the total estimated budget for legal services actions in part because of unpredictable circumstances that could arise not only by LADWP but from other private or public agencies. The District cannot be placed in a position of underestimating the total cost to respond to any and all legal actions. The District must carry out its legal duties under California law to protect the environment and public health. It should be noted that unexpended SB 270 fees can either be re-directed to other approved costs or are credited back to the LADWP the following fiscal year. This fiscal year's SB 270 budget contains \$25,000 for routine legal services (matters generally not contested by the City and/or general consultation) and \$400,000 for special legal services. Additional details can be found in the SB270 Budget Fee Assessment document distributed at the May 16, 2016 meeting. Mr. Peter Hsiao is the District's primary lead attorney at Morrison & Foerster. SB 270 Funds: \$425,000.
- 5) Busy Bee Cleaning (Mike Elliott) for Janitorial Services – Total: \$9,000 for FY 2016-17. Busy Bee Cleaning has provided reliable janitorial services to the District for several years. Busy Bee is responsive to requests and trustworthy in the performance of duties during non-regular work hours. SB 270: \$7,650. District: \$1,350.
- 6) Inyo County Counsel's Office - The District enters into a contract with the Inyo County Counsel's Office for advice on various legal matters including, but not limited to, personnel issues, labor law, administrative law, procedural matters, and other areas as agreed upon. The District does not have in-house counsel and relies on access to legal advice or representation on a continual basis via the Inyo County Counsel's office. The County Counsels for all three counties act as District Counsel for enforcement matters in their respective counties. The contract amount for 2016-17 is \$12,500, no change from the previous years. SB 270: \$10,625. District: \$1,875.
- 7) Inyo County Auditor's Office - The Inyo County Auditor's office provides the following services to the District under contract: regular audits or reviews of District transactions; provision of monthly general ledger reports; and services as banker/treasurer by transferring documented funds to the District's checking account. The contract cost to perform these services is budgeted at \$6,000 for the 2016-17 FY (no change from previous years). SB 270: \$5,100. District: \$900.
- 8) Messner & Hadley, LLP - The District contracts with an independent external CPA firm to perform a comprehensive annual fiscal audit. The proposed cost to conduct the external audit for the 2015-16 FY is \$9,150 (no change from audit for the 2014-15). The firm of Messner & Hadley has performed the District's independent audits since 2006-07 and is familiar with the District's dual operating budgets and financial activities. SB 270: \$7,778. District: \$1,372.



- 9) TEAM Engineering - The funds in this portion of the 2016-17 budget are for TEAM Engineering INC to assist District staff with ongoing environmental compliance monitoring and special environmental consulting. The primary work to be completed with these funds includes the following two main tasks: 1) tracking of compliance requirements, mitigation measures and provisions associated with Owens Lake dust controls, and 2) archaeological and environmental services related to the Cultural Resource Task Force per the 2013 Stipulated Order of Abatement (2013 SOA) for Phase 7a, the 2014 Stipulated Judgment for Phase 9/10, and the 2016 SIP. The budget contains \$70,000 for the Task 1 environmental compliance tracking services. Additionally, for FY 2016-17, \$100,000 is budgeted for Task 2 to provide archeological and environmental services related to the Cultural Resource Task Force.
- 10) The District's SB270 budget for FY 2016-17 included funding for one (1) contract employee position that considered the commitments made by the District and the LADWP under the 2014 Stipulated Judgement. At this time, staff requests that the Board approve the attached contract with Casey Freeman in an amount not to exceed \$96,200 including wages and benefits. Mr. Freeman held this contract position for the District in FY 2015-16.

### **Fiscal Impact:**

Executing the proposed contracts will encumber \$1,373,208 of fiscal year 2016-17 budgeted funds. The SB-270 budget will fund \$1,232,353 and the District budget will fund \$140,855.

### **Board Action:**

Staff recommends that the Board approve the consultant and service contracts listed herein for the following amounts and authorize the Board Chair or the Air Pollution Control Officer to execute the proposed contracts or other documents as needed.

Attachments – Front Page, Scopes of Work, and Fee Schedules for each contract.

	<u>Contractor</u>	<u>Service</u>	<u>Staff Mgr</u>	<u>FY 2016-17</u>	
				<u>SB 270</u>	<u>District</u>
1	Desert Research Institute	Remote Sensing	GH	\$ 150,000	\$ -
		Owens Lake Science & History	GH	\$ 10,000	\$ -
		Engineered Roughness Elements	GH	\$ 100,000	
2	Environ International	Air Quality Modeling	DO	\$ 250,000	\$ -
3	Amec Foster Wheeler	Keeler Dunes Project Management	GH	\$ -	\$135,358
4	Morrison & Foerster	Legal Services	PK	\$ 425,000	\$ -
5	Busy Bee Cleaning	Janitorial Services	SC	\$ 7,650	\$ 1,350
6	Inyo County Counsel	General Legal Services	PK	\$ 10,625	\$ 1,875
7	Inyo County Auditor	Financial Services	SC/PG	\$ 5,100	\$ 900
8	Messner & Hadley, LLP	Audit Services	PK	\$ 7,778	\$ 1,372
9	TEAM Engineering	Environmental Services	GH	\$ 170,000	\$ -
10	Casey Freeman	Field Services Technician	NB	\$ 96,200	\$ -
				\$1,232,353	\$ 140,855

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER  
EDUCATION ON BEHALF OF THE DESERT RESEARCH INSTITUTE  
FOR THE PROVISION OF CONSULTING SERVICES**

**INTRODUCTION**

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the consulting services of the Desert Research Institute located in Reno, Nevada (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the District, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the District to the Contractor to perform under this Agreement will be made by Grace Holder, whose title is: Senior Scientist. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the District's need for such services. The District makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the District under this Agreement. District by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if District should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. District shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A (Scope of Work) which are performed by Contractor at the District's request.

B. Travel and per diem. District shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by District under this Agreement. Contractor shall request approval by the District prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Grace Holder, whose title is: Senior Scientist. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). District reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the District.

**ATTACHMENT A**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER  
EDUCATION ON BEHALF OF THE DESERT RESEARCH INSTITUTE  
FOR THE PROVISION OF CONSULTING SERVICES**

**SCOPE OF WORK:**

The work performed by the Desert Research Institute through this contract agreement will be coordinated through Grace Holder (Project Manager).

**Task 1 – Remote Sensing Services**

DRI will provide professional services related to determining regulatory compliance of shallow flooding, managed vegetation, hybrid, brine, and tillage with BACM backup dust control measures on Owens Lake using remote sensing methods. The sum to be paid for professional services under this task shall not exceed \$150,000.

*Invoices under Task 1 shall state that funding is to be charged to SB270 (II.K.14).*

**Task 2 – Owens Lake Science and History**

The services of DRI will be retained by the District for professional services in association with the science and history of Owens Lake. The sum to be paid for professional services under this task shall not exceed: \$10,000.

*Invoices under Task 2 shall state that funding is to be charged to SB270 (II.K.12).*

**Task 3 – Control Measure Testing – Engineered Roughness Element Project**

DRI will provide professional and consulting services related to the Engineered Roughness Element (ERE) project. DRI is to provide additional data collection and analysis of this dust control measure. The sum to be paid for professional services under this task shall not exceed \$100,000.

*Invoices under Task 3 shall state that funding is to be charged to SB270 (II.O.).*  
*Task*

**ATTACHMENT B**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER  
EDUCATION ON BEHALF OF THE DESERT RESEARCH INSTITUTE  
FOR THE PROVISION OF CONSULTING SERVICES**

**SCHEDULE OF FEES:**

Billing invoices shall be sent to the District approximately every month during the term of the contract along with a brief progress report on the work completed.

The schedule of fees for the work described in Attachment A is as follows:

Hourly rate

**Task 1- Remote Sensing**

Dr. Ken McGwire .....\$159.50

**Task 2 – Owens Lake Science and History**

Dr. Nicholas Lancaster ..... \$182.08

Mr. Steven Bacon .....\$106.27

**Task 3 – Engineered Roughness Element Project**

Dr. John Gillies ..... \$173.06

Dave Campbell.....\$127.61

Vic Etyemezian.....\$170.71

Mark McDaniel .....\$81.59

George Nikolich.....\$159.50

Direct expenses ..... actual costs

Per Diem ..... (provided in Attachment C)

Total Budget Fees and Expenses (including per diem) not to exceed \$260,000.

**ATTACHMENT C**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER  
EDUCATION ON BEHALF OF THE DESERT RESEARCH INSTITUTE  
FOR THE PROVISION OF CONSULTING SERVICES**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Contractor shall be reimbursed for all travel and per diem expenses in the same amount and to the same extent as District reimburses its permanent status employees for such expenses. At the current time, these rates are as follows:

Lodging: Actual cost, not to exceed \$250 per night unless approved by Grace Holder.

Meals: Breakfast: \$13.00/meal  
Lunch: \$13.00/meal  
Dinner: \$28.00/meal.

Mileage: Mileage will be paid at the Federal standard business rate. For 2016 this rate is 54 cents/mile. Miles driven in 2017 will be paid at the Federal standard business rate for 2017.

Tolls, parking fees, commercial air fare (coach only), etc.: Actual cost

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND RAMBOLL ENVIRON US CORPORATION  
FOR THE PROVISION OF AIR QUALITY MODELING SERVICES**

**INTRODUCTION**

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as “District”) has the need for the air quality modeling services of Ramboll Environ US Corporation of Lynnwood, Washington (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the District, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the District to the Contractor to perform under this Agreement will be made by Duane Ono, whose title is: Deputy Air Pollution Control Officer. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the District’s need for such services. The District makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the District under this Agreement. District by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if District should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the District’s request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. District shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the District’s request.

B. Travel and per diem. District shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by District under this Agreement Contractor shall request approval by the District prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Duane Ono, whose title is: Deputy Air Pollution Control Officer. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). District reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the District

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND RAMBOLL ENVIRON US CORPORATION  
FOR THE PROVISION OF AIR QUALITY MODELING SERVICES**

**ATTACHMENT A  
ATTACHMENT B  
ATTACHMENT C**

**SCOPE OF WORK:**

The Contractor shall assist the District with the preparation and review of particulate matter air quality modeling and air quality modeling analysis related to emissions and control of PM10 from the lake beds at Owens Lake and Mono Lake. The Contractor may be asked to provide expert testimony. The Contractor's services shall be available for the duration of the contract to perform additional tasks as specified in writing by the District. The Contractor may be asked to work directly with other District contractors in performing assigned tasks.

**SCHEDULE OF FEES:**

The Contractor shall be compensated on a time and expense basis in accordance with the attached Schedule of Charges, which is hereby made a part of this Agreement.

**SCHEDULE OF TRAVEL AND PER DIEM:**

The Contractor shall be reimbursed for travel and per diem costs as follows:

Direct expenses    Actual costs

Contractor shall be reimbursed for all travel and per diem expenses as follows:

Lodging:            Actual cost, not to exceed \$250 per night unless approved by Duane Ono.

Meals:	Breakfast:	\$13.00/meal
	Lunch:	\$13.00/meal
	Dinner:	\$28.00/meal.

Tolls, parking fees, commercial air fare (coach only), etc.: Actual cost

**Ramboll Environ US Corporation**  
**2016 Rates**

<b>Job Title</b>	<b>Hourly Rate</b>
Principal	245
Principal Consultant	245
Manager 10	220
Manager 9	195
Manager 8	175
Senior Associate 7	160
Senior Associate 6B	150
Associate 6	140
Associate 5	125
Associate 4	105
Associate 3	90
Draftsperson	85
Support	70



**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.  
FOR THE PROVISION OF PROJECT MANAGEMENT SERVICES**

**INTRODUCTION**

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the project management services of Amec Foster Wheeler Environment & Infrastructure, Inc. of San Diego, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the District, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the District to the Contractor to perform under this Agreement will be made by Grace Holder, whose title is: Senior Scientist. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the District's need for such services. The District makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the District under this Agreement. District by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if District should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. District shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment A) for the services and work described in Attachment A which are performed by Contractor at the District's request.

B. Travel and per diem. District shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by District under this Agreement. Contractor shall request approval by the District prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Grace Holder, whose title is: Senior Scientist. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in Attachment A. District reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment A, or which are incurred by the Contractor without the prior approval of the District.

**ATTACHMENT A**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.  
FOR THE PROVISION OF PROJECT MANAGEMENT SERVICES**

**TERM: FROM: July 1, 2016 TO: June 30, 2017**

**SCOPE OF WORK and SCHEDULE OF FEES:**

The work performed by Amec Foster Wheeler Environment and Infrastructure, Inc. through this Agreement will be coordinated through Grace Holder (Project Manager).

The Scope of Work and Schedule of Fees (Attachment A) are provided in the attached project proposal.

The total sum of all payments made by the District to Amec Foster Wheeler for services and work performed under this Agreement, including travel and per diem expenses shall not exceed One Hundred and Thirty-Five Thousand Three Hundred and Fifty-Eight Dollars (\$135,358).



June 13, 2016

Great Basin Unified Air Pollution Control District  
157 Short Street  
Bishop, CA 93514  
Tel: (760) 872-8211  
Attn: Phill Kiddoo, APCO  
Grace Holder, Senior Scientist and Project Manager

**SUBJECT: Scope of Work and Costs for Phase 2 Construction Management for Keeler Dunes Dust Control Project, Keeler, CA**

Dear Mr. Kiddoo and Dr. Holder:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is pleased to provide Great Basin Unified Air Pollution Control District (District) this Scope of Work (SOW) and cost proposal to continue construction management and other related services in support of your Keeler Dunes Dust Control project (Project), located approximately two miles northwest of the community of Keeler in the Owens Valley of Inyo County, California.

## **1.0 PROJECT UNDERSTANDING**

Amec Foster Wheeler understands that construction of the Keeler Dunes project is in progress, and will continue for tasks including planting container plants in the bale array, irrigation of the plants at specified intervals, monitoring and evaluating the success of the project, and completion of bale configuration in the southern dune area. The original schedule for construction and implementation of the Project was for work to continue through December 2017, with extensions possible based on plant success. Due to delays attributable to straw and plant availability, as well as to issues arising with the stabilization of the southern dunes, the project may need to be extended for another year. Amec Foster Wheeler has been working with the District for construction oversight since the project began in July 2014.

## **2.0 SCOPE OF SERVICES**

Based upon our current understanding of the Project, Amec Foster Wheeler proposes to perform a scope of services which includes 6 tasks, which are described in the following subsections. Amec Foster Wheeler will provide Project Management and oversight during ongoing efforts associated with project construction and implementation. This work will involve having qualified inspectors on-site during project implementation to assure that the work is implemented according to the Project specifications. Tasks of Phase 2 during the 2016-2017 Fiscal Year will be:

### **2.1 Task 1. On-going Planting and Irrigation (12 weeks, October 2016 - January 2017)**

This phase is the continued delivery of water to new bales, installation of plants at those bales, and providing irrigation to all plants already installed. Amec Foster Wheeler staff will:

- Evaluate and correct as necessary the final orientation of the bales prior to plant installation.

Amec Foster Wheeler Environment & Infrastructure, Inc.  
9210 Sky Park Road, Suite 200  
San Diego, CA 92123  
Tel: (858)-300-4300  
Fax: (858) 300-4301  
www.amecfw.com

- Assure that the plants are delivered to the Project site in good condition, and that they are maintained in good condition during storage on the site. Amec Foster Wheeler will monitor planting and irrigation to assure that plants are installed in the proper locations, and with the proper methods; and that irrigation is carried out effectively.
- Evaluate water deliveries under the bales and to the initial plantings to assure that enough water is being provided at each planting location.
- Amec Foster Wheeler will be on site 2 days per week (days to be determined by staff assigned) during this phase unless it is determined that more presence, or less, is required. During the first week of this work, staff will be on site for 5 days.

## **2.2 Task 2. Irrigation Oversight April 2017**

Irrigation will be conducted in April 2017 for the plants installed through February 2017. Amec Foster Wheeler staff will provide oversight for the irrigation activity during that times. As during plant installation, Amec Foster Wheeler will be on site 2 days per week (days to be determined by staff assigned) during this phase unless it is determined that more presence, or less, is required. It is assumed that this task will take 4 weeks.

## **2.3 Task 3. Monitoring**

Monitoring of plants installed in the bale array will be done twice: once in October 2016 to evaluate all plants installed before this time; and again in May 2017 to evaluate all plants installed to that date. Amec Foster Wheeler staff will finalize a monitoring protocol that will sample plant development in an at least semi-quantitative manner, and with an intensity that provides for statistical evaluation and is also cost-effective. Activities will include:

- Finalizing the proposed protocol with District staff
- Two monitoring events with 3 field days in October 2016 and 4 field days in May 2017
- Preparation and delivery of reports of results

## **2.4 Task 4. Project Management**

The Project Manager and her designees will continue to work with District staff as necessary to assure good communication among the consultants and contractors assigned to this project, and to engage as necessary for solving problems that may develop during the work. Activities will be:

- Continue to arrange, manage, and prepare notes for weekly team meetings to keep all team members updated regarding project progress and issues
- Prepare other memos as necessary to assure that project implementation proceeds according to protocols, and that problems are addressed promptly as they arise
- Provide on-call consultation with District staff for any aspect of the project as requested
- Conduct visits to the nurseries as required to assure good plant development. We anticipate 3 visits to the Greenheart Nursery to be conducted by John Chesnut, and at least one visit to the Antelope Valley nursery, to be conducted by Carla Scheidlinger and/or Anthony Santare.

## **2.5 Task 5. Southern Dune Makeover**

For this task, Amec Foster Wheeler will provide oversight of crews conducting any work in the southern dune area that has been determined to be useful to improve dune stability in that area.



The currently contemplated action is for the re-arrangement of the bales into 6-bale mound structures. The work is anticipated to take 4 weeks, and will be conducted when BLM permission has been obtained. Activities will be:

- Amec Foster Wheeler will be on site 2 days per week (days to be determined by staff assigned) during this phase unless it is determined that more presence, or less, is required. During the first week of this work, staff will be on site for 5 days.
- Amec Foster Wheeler staff will assist in the determination of where the bale mounds should be constructed, and how any existing plants in the area will be handled.

## **2.6 Task 6. Contingency**

A contingency provision of 15 % of the amount from the previous 5 tasks is included to assure that any additional work requirements during this contract period can be covered. It will be used only at the direction of the District.

## **3.0 REQUIRED MATERIALS**

AMEC assumes that the District will provide the following materials and equipment:

- Use of District ATV based in Keeler, access to the Keeler yard, and fuel for the ATV. Amec Foster Wheeler staff will keep the ATV in clean condition, and will report any mechanical issues to District staff promptly to assure that the vehicle remains in good operating condition. All Amec Foster Wheeler staff will be trained by District staff in the proper and safe use of the ATV.
- Use of District GPS units, which will be loaded with the database that specifies the location of the straw bales on the Project as well as GPS-based maps of the other Project elements. All Amec Foster Wheeler staff will be trained in the use of these units. Amec Foster Wheeler staff will be given access to the Keeler facility for the use of these units.
- All relevant maps and electronic databases that show the location of staging areas, access routes, culturally sensitive areas, and areas where no dust control is required.

## **4.0 ESTIMATED COST**

AMEC proposes to perform our services on a "Time and Materials Not-to-Exceed" basis. Estimated costs are summarized in Table 1; the total (not-to-exceed) cost to perform Tasks 1 through 6 is \$135,358.

**TABLE 1**  
**ESTIMATED COSTS**  
**(BY TASK)**

<b>TASK NO.</b>	<b>TASK DESCRIPTION</b>	<b>COST(\$)</b>
Task 1	<b>On-going Planting Oversight (12 weeks)</b>	\$47,395
Task 2	<b>Irrigation Oversight April 2017 (4 weeks)</b>	\$17,972
Task 3	<b>Monitoring</b>	\$14,147
Task 4	<b>Project Management</b>	\$15,040
Task 5	<b>Southern Dune Makeover (4 weeks)</b>	\$ 23,212
Task 6	<b>Contingency (15%)</b>	\$ 17,592
<b>TOTAL COST</b>		<b>\$135,358</b>

## 5.1 ASSUMPTIONS

The following general assumptions are made relative to this scope and cost:

- The 6 people trained initially will be the ones assigned to this project. Any new persons assigned will be thoroughly briefed before representing the District on site.
- During the initial week of Tasks 1 and 5, an Amec Foster Wheeler staff person (ideally the Project Manager) will be in the area for 5 days and 5 nights.
- During the remaining planting, irrigation, and makeover periods described in Tasks 1, 2, and 5, an Amec Foster Wheeler staff person will be in the area for a total of 18 weeks, for 2 days and 2 nights each week.

## 6.0 SCHEDULE

Amec Foster Wheeler will conform to the contractor's schedule. Our anticipation of task by month, however, was described above.

## 8.0 AGREEMENT

If this proposal is acceptable, please finalize the District contract with Amec Foster Wheeler, amended as necessary. If you have any questions or comments regarding this proposal and would like to discuss them in detail, please do not hesitate to contact me at 858-300-4311 or by email at [carla.scheidlinger@amecfw.com](mailto:carla.scheidlinger@amecfw.com). Thank you, and we look forward to our continued work with you on this project.

Sincerely,



Carla Scheidlinger  
Regional Restoration Program Manager  
Amec Foster Wheeler Environment & Infrastructure, Inc.

Client Name: Great Basin Unified Air Pollution Control District															
Project Name: Reeler Dunes Project Management															
Proposal #: NA															
Prepared By: Carls Scheidlinger															
Verified by: [Project Coordinator/ Contracts Dept.]															
Approved by: Wes Speake															
Date: 6/10/2018															
AMEC Foster Wheeler Direct Labor															
(List categories/articles)															
(List employees/names)															
Class Code	Labor Rate	HRS	COST	Units	HRS	COST	Units	HRS	COST	Units	HRS	COST	Units	HRS	COST
CA Natural Resources															
Project Manager															
Scheidlinger, Carla															
Biologist		622	\$ 165	70	\$ 11,550.00	22	\$ 3,630.00		\$ -						
		615	\$ 115.44	\$ 5,060.00	90	\$ 960.00	60	\$ 9,600.00	48	\$ 7,920.00		\$ -	206	\$ 32,890.00	
Chestnut, John															
Biologist		612	\$ 90.44	\$ 3,960.00	44	\$ 3,950.00		\$ -	12	\$ 1,080.00		\$ -	146	\$ 16,750.00	
		612	\$ 135.44	\$ 5,940.00	22	\$ 2,970.00		\$ -	22	\$ 1,980.00		\$ -	110	\$ 9,900.00	
Erlich, Jason C.															
Sr Restoration Ecologist		612	\$ 90.44	\$ 3,960.00		\$ -		\$ -	44	\$ 5,940.00		\$ -	110	\$ 14,850.00	
		612	\$ 90.44	\$ 3,960.00		\$ -		\$ -		\$ -		\$ -	44	\$ 3,960.00	
Mastrelli, Emily M.															
Biologist		615	\$ 125.44	\$ 5,500.00	22	\$ 2,750.00		\$ -	18	\$ 2,250.00	22	\$ 2,750.00		106	\$ 13,250.00
Santore, Anthony M.															
Admin Support		805	\$ 60.22	\$ 1,200.00	2	\$ 120.00	1	\$ 60.00	1	\$ 60.00	1	\$ 60.00		7	\$ 420.00
Klein, Jessica N.															
Admin Support		808	\$ 70.33	\$ 2,100.00	3	\$ 210.00	1	\$ 70.00	1	\$ 70.00	2	\$ 140.00		10	\$ 700.00
Lopez, Belinda S.															
Total Direct Labor				2950	\$ 36,300.00	1150	\$ 13,640.00	980	\$ 11,470.00	920	\$ 13,660.00	1390	\$ 18,790.00	739	\$ 93,860.00
AMEC ODCs Unit Pricing															
Use of field eqpt. – (digital camera, etc.)															
Mileage (without markup)				8150	\$ 4,569.60	3400	\$ 1,904.00	1350	\$ 761.50	1000	\$ 550.00	2720	\$ 1,523.20	16,840	\$ 9,416.40
Subtotal UP					\$ 4,569.60		\$ 1,904.00		\$ 861.50		\$ 560.00		\$ 1,523.20		\$ 9,416.40
Meals & lodging for # days or per diem				27	\$ 3,780.00	10	\$ 1,400.00	7	\$ 960.00		\$ -	11	\$ 1,540.00	55	\$ 7,700.00
Subtotal					\$ 3,780.00		\$ 1,400.00		\$ 960.00		\$ -		\$ 1,540.00	0	\$ 7,700.00
Markup				15%	\$ 567.00		\$ 210.00		\$ 147.00		\$ -		\$ 231.00	0	\$ 1,155.00
Subtotal on other ODCs					\$ 4,347.00		\$ 1,610.00		\$ 1,127.00		\$ -		\$ 1,771.00		\$ 8,855.00
Total ODCs incl markup					\$ 8,916.60		\$ 3,514.00		\$ 1,968.20		\$ 560.00		\$ 2,294.20		\$ 18,725.40
6% Cost Recovery - (% of direct labor cost)				6%	\$ 2,178.00		\$ 818.40		\$ 688.20		\$ 819.60		\$ 1,127.40		\$ 5,931.60
Grand Total					\$ 47,395.60		\$ 17,972.40		\$ 14,146.80		\$ 15,039.60		\$ 23,211.60		\$ 135,357.30
Rounded to nearest dollar					\$ 17,972.00		\$ 17,972.00		\$ 14,147.00		\$ 15,040.00		\$ 23,212.00		\$ 135,355.00

Amec Foster Wheeler Environment & Infrastructure, Inc.  
9210 Sky Park Road, Suite 200  
San Diego, CA 92123  
Tel: (858) 300-4300  
Fax: (858) 300-4301  
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PALO ALTO, SACRAMENTO, SAN DIEGO,  
SAN FRANCISCO, SHANGHAI, SINGAPORE,  
TOKYO, WASHINGTON, D.C.

April 26, 2016

Writer's Direct Contact  
213.892.5731  
PHsiao@mofo.com

**Via Electronic and U.S. Mail**

Mr. Phillip Kiddoo  
Air Pollution Control Officer  
Great Basin Unified Air Pollution Control District  
157 Short Street, Suite 6  
Bishop, CA 93514

Re: Extension of Contract to Perform Legal Services

Dear Phill:

Pursuant to our discussions, Morrison & Foerster, LLP requests that our contract with the Great Basin Unified Air Pollution Control District ("District") be renewed for District's 2016-2017 fiscal year to include a budget of \$400,000 for special legal services (SB 270) and an additional \$25,000 for routine legal services (SB 270) for a total of \$425,000. My hourly rate for this work is \$820/hour. Thank you again for using our firm, we are grateful for this opportunity to work with the District.

Sincerely,



Peter Hsiao

APPROVED AND AGREED TO:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

la-1316052



**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND BUSY BEE CLEANING  
FOR THE PROVISION OF JANITORIAL (BISHOP OFFICES) SERVICES**

**INTRODUCTION**

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District ") has the need for the janitorial services of Busy Bee Cleaning of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the District those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and District laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. District shall pay to Contractor the sum of Seven Hundred Fifty Dollars and zero cents (\$750.00) per month for performance of all of the services and completion of all of the work described in Attachment A on a monthly basis.

B. Travel and per diem. Contractor will not be paid or reimbursed for the travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement shall not exceed Nine Thousand Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

## SPECIFICATIONS FOR BISHOP JANITORIAL SERVICES

157 Short Street, Bishop CA 93514

The following janitorial services will be furnished by the CONTRACTOR:

1. The CONTRACTOR will furnish and maintain all of the equipment required for carrying out the janitorial services required by this agreement.
2. The CONTRACTOR will furnish all cleaning supplies required for carrying out the janitorial services required by this agreement, including, but not limited to, polishes, cleaning agents, and disinfectants. CONTRACTOR shall not be required to provide supplies used as a service to the employee or the public, such as, but not limited to, paper goods, constant use deodorants, and sanitation products; however, CONTRACTOR shall regularly service dispensers for those supplies.
3. All doors will be locked after service, and the buildings will be kept closed to unauthorized persons during the servicing periods.
4. Facilities will be maintained as follows according to the SCHEDULE set forth in Paragraph 9 below:
  - a. All restrooms shall be cleaned and sanitized and shall be kept free from stains and discoloring and reported if not in working condition. Dispensers will be cleaned and kept full. Floors shall be wet mopped weekly.
  - b. Waste receptacles will be emptied and liners replaced. Waste receptacles will be cleaned as required to comply with good sanitary practice.
  - c. Clean, by dusting, all desks and office working surfaces if desk and working spaces are free of work material.
  - d. Clean file cabinets (all sides), desks (all sides), furniture such as tables, chairs, stands, shelves, cupboards, and telephones.
  - e. Spot clean floors and walls to remove grease, water spots, and hand prints.
  - f. Clean glass doors and mirrors.
  - g. Windows will be washed on interior and exterior surfaces.
  - h. Carpeted areas should be vacuumed, spot cleaned, and shampooed.
  - i. Clean fluorescent light diffusers.
  - j. Clean or vacuum venetian blinds or other window coverings.
5. The following conditions are to be generally controlling:
  - Furniture not equipped with rollers for way moving will not be moved.
  - Desks cluttered with work papers or materials not of permanent nature will be left alone.
  - Coffee services and area cluttered with the products thereof need not be cleaned.
  - A notice may be left in writing on any surface or area that is too cluttered to clean and is recognized as needing cleaning stating the need and requesting that the surface be cleared for service.
  - Work papers, letters, or other material of a working nature that are found on the floor will be left where they are found and shall not be thrown away.
6. The janitorial services required by this Agreement will be performed by the CONTRACTOR at times other than normal business hours which are Monday through Friday 8:00 am to 5:00 pm.
7. The District laboratory will not be serviced by CONTRACTOR.
8. CONTRACTOR shall be required to obtain and maintain a bond, in a form and substance satisfactory to the DISTRICT, in an amount no less than \$7,500.00.
9. MAINTENANCE SCHEDULES (according to specifications in Paragraphs 4 and 5)

**Location:**        **157 SHORT STREET, BISHOP CA 93514**

**Frequency:**      Twice Weekly (Wednesday and Saturday or Sunday)

- Clean two restroom in Suite 6
- Vacuum main traffic area in Suite 6 and kitchen area
- Empty receptacles in Suite 6 and kitchen area
- Fill dispenser in two bathrooms in Suite 6

**Frequency:**      Once weekly (Saturday or Sunday)

- Dust all desks and workspaces
- All restrooms throughout building shall be cleaned and wet mopped
- Vacuum remaining office suites (18 rooms) and conference room, including corners and edges, throughout building.
- Clean glass doors and mirrors
- Dust, mop, clean, sanitize, etc. as specified in Paragraph 4

**Frequency:**      Once Monthly

- Mop all restroom floors with tri-sodium phosphate or similar cleaner

**Frequency:**      Once Every Six Months

- Spot clean floors and walls
- Clean all interior and exterior windows
- Clean all blinds or window coverings
- Shampoo and spot clean carpets

**Frequency:**      Once Every Year

- Clean fluorescent light fixtures

NOTE: All of the above excludes the District laboratory, which will not be serviced by the CONTRACTOR.

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND COUNTY OF INYO FOR THE PROVISION OF  
LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the legal services of County Counsel of Inyo County (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the District, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2016, to June 30, 2017, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. District shall pay to Contractor the sum total of Twelve Thousand Five Hundred Dollars and zero cents (\$12,500.00) for performance of all of the services and completion of all of the work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the District to Contractor for all services and work to be performed under this Agreement shall not exceed Twelve Thousand Five Hundred (\$12,500.00) Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the District, a statement of all services and work to be performed by Contractor pursuant to this Agreement. Upon receipt of the statement by the fifth (5th) day of the month, District shall make payment to Contractor on the last day of the month.

**ATTACHMENT A**  
**AGREEMENT BETWEEN**  
**GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT**  
**AND COUNTY OF INYO FOR THE PROVISION OF**  
**LEGAL SERVICES**

**TERM:**

**FROM: JULY 1, 2016    TO: JUNE 30, 2017**

**SCOPE OF WORK:**

The County of Inyo, through and by its Office of County Counsel, will provide professional legal services to the Great Basin Unified Air Pollution District as follows:

1. Legal advice and representation relating to personnel matters of the District;
2. Legal advice and representation relating to labor law and in labor negotiations and or mediations;
3. Legal advice and representation relating to employee grievances and discipline to include representation of the District in grievance and discipline hearings;
4. Legal advice and representation to the District Board in hearing grievance and discipline matters;
5. Legal advice and representation relating to any District matter when the County Counsel of another County comprising the District, has a conflict of interest in regard to a District matter arising within their County; and
6. Legal advice and representation relating to any other District matter as agreed upon by the District and the County.

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND COUNTY OF INYO FOR THE PROVISION OF  
FINANCIAL SERVICES**

**INTRODUCTION**

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the financial services of the County Auditor of Inyo County (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the District, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2016, to June 30, 2017, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. District shall pay to Contractor the sum total of Six Thousand Dollars and zero cents (\$6,000.00) for performance of all of the services and completion of all of the work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the District to Contractor for all services and work to be performed under this Agreement shall not exceed Six Thousand One Hundred (\$6,000.00) Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the District, a statement of all services and work to be performed by Contractor pursuant to this Agreement. Upon receipt of the statement by the fifth (5th) day of the month, District shall make payment to Contractor on the last day of the month.

**ATTACHMENT A**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND COUNTY OF INYO FOR THE PROVISION OF  
FINANCIAL SERVICES**

**TERM:**

**FROM: JULY 1, 2016 TO: JUNE 30, 2017**

**SCOPE OF WORK:**

The County of Inyo, through and by its Office of Auditor-Controller, will provide financial services to the Great Basin Unified Air Pollution District (District) as follows:

**Inyo County Auditor-Controller**

1. Receive monies deposited into the Inyo County Treasurer's General Fund bank account at Union Bank of California, Bishop, California, representing District's receivables and other monies, for and on behalf of the District's own use and expenses.
2. Upon receipt and review of District's monthly expenditure reports, authorize that District's revolving expenditure account fund be replenished as needed (transfer of funds from County Treasury to District checking account) within 48 hours.
3. Audit, review or verify District's financial records once per quarter, or as deemed necessary. Hourly rates for such services range from \$35 per hour to \$85 per hour. Within 30 days of completion, a written report or summary and recommendations will be provided to District regarding same.
4. Provide monthly General Ledger reports to District for reconciliation purposes.

**District shall provide, perform and process the following:**

5. District Receivables, Income, Revenue or other Monies: Make deposits into the Inyo County Treasurer's General Fund bank account at Union Bank of California, Bishop, California, for and on behalf of the District's own use and expenses; maintain and keep records of same.
6. District Payables: Receive, verify, authorize, record, and distribute payment of all District expenses and obligations. District shall provide a monthly expenditure report to the Inyo County Auditor's office in accordance with Item 2 above.
7. Employee payroll: Computation of payroll, issue payroll checks and pay payroll liabilities including federal tax deposits (Form 8109 - FIT and FICA), California state tax deposits (Form DE88 - PIT, SDI, SUTA), PERS Medical Insurance, Reliable Life Insurance and any other benefits. District shall also prepare and process California Forms DE34 and DE542 for new employees, new independent contractors and monthly independent contractors report; W-9's for labor or service payments made.
8. Quarterly payroll reports (Federal Form 941 to reconcile FICA, FIT and FUTA; California State Form DE 6 to reconcile PIT, SUTA, ETT and SDI).

Approve Consulting and Service Contracts for Fiscal Year 2016-2017 (Effective July 1, 2016) (Action)  
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9. Quarterly sales and use tax reports (Form BOE 401-A2).
10. Annual payroll reports (Federal Forms W2 and W3; Form 940-FUTA; Forms 1099 and 1096 for rents and independent contractors; California State Form DE7).
11. Check writing and distribution (payroll and accounts payable).
12. Budget supervision including: oversight, control, appropriation changes, journal entries, receipts, reports, outstanding check maintenance, check cancellation or void, financial record file maintenance.
13. Reporting and Recordkeeping:
  - Financial Reports or other accounting of expenditures for each calendar month which shall include deposits, expenditures and budget balances per object code;
  - General Ledger Report and Journal;
  - Fix assets and accruals
  - Year end accruals
  - Quarterly payroll reports (Forms 941 and DE 6);
  - End of Year Forms W-2 and 1099; and
  - Other financial reports or records as needed under local, state and federal requirements.
14. Cause an external audit to be conducted on an annual basis by a qualified certified public accountant or accounting firm.

#### **SCHEDULE OF FEES**

District shall compensate Contractor for the provision of the financial services described in Attachment A as follows:

District shall, upon Contractor's written request, compensate Contractor in an amount not to exceed \$6,000 for work specified in the Scope of Work.

The contract limit is Six Thousand Dollars (\$6,000.00).

Hourly rates for quarterly audits by Inyo County Auditor's Office: \$35 - \$85 hour per



## **AUDIT AGREEMENT**

### **AGREEMENT BETWEEN GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT AND Messner & Hadley, LLP FOR THE PROVISION OF INDEPENDENT AUDIT SERVICES**

THIS AGREEMENT, made and entered into on June 13, 2016, between Great Basin Unified Air Pollution Control District (hereinafter referred to as "Great Basin"), and Messner and Hadley, LLP, Certified Public Accountants, (hereinafter referred to as the "Contractor"), for independent audit services, the parties hereby agree as follows:

#### **TERMS AND CONDITIONS**

**SCOPE OF WORK** – Contractor shall perform an independent single agency audit of Great Basin Unified Air Pollution Control District. Services and work provided by the Contractor at Great Basin's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable Federal, State, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement. The State of California and Great Basin shall have access to the work papers of the independent auditor.

**TERM** – The period(s) to be audited shall be for the fiscal year beginning July 1, 2015 and ending June 30, 2017.

**CONSIDERATION** – The auditing services agreed to be done and performed by the Contractor shall be performed with the aid and assistance of such accountants and clerical employees as shall be employed and paid for by the Contractor.

THE TOTAL AMOUNT which may be expended for the audit shall not exceed:

\$ <u>9,150</u>	for Fiscal Year July 1, 2015 to June 30, 2016
\$ <u>9,150</u>	for Fiscal Year July 1, 2016 to June 30, 2017

**NO ADDITIONAL CONSIDERATION** – Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive from Great Basin, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of the Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

**WORK SCHEDULE** – Contractor's obligation is to perform, in a timely manner, the independent audit services. It is understood by the Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with Great Basin to insure that all services and work requested by Great Basin under this Agreement will be performed within the time frame set forth by Great Basin.

**REQUIRED LICENSES, CERTIFICATES, AND PERMITS** – Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described must be procured and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to Great Basin.

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND TEAM ENGINEERING AND MANAGEMENT INC.  
FOR THE PROVISION OF ENVIRONMENTAL CONSULTING SERVICES**

**INTRODUCTION**

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the environmental consulting services of TEAM Engineering and Management, Inc. of Bishop, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the District, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the District to the Contractor to perform under this Agreement will be made by Phill Kiddoo whose title is: Air Pollution Control Officer or Grace Holder whose title is Senior Scientist. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the District's need for such services. The District makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the District under this Agreement. District by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if District should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. District shall pay Contractor in accordance with the Schedule of Fees set forth in Attachment B for the services and work described in Attachment A, which are performed by Contractor at the District's request in accordance with the schedule set for in Attachment A. Attachments A and B are attached hereto and by reference incorporated herein.

B. Travel and per diem. District shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by District under this Agreement. Contractor shall request approval by the District prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Phillip L. Kiddoo whose title is: Air Pollution Control Officer or to Grace Holder whose title is Senior Scientist. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in Attachment C. District reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the District

**ATTACHMENT A**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND TEAM ENGINEERING AND MANAGEMENT INC  
FOR THE PROVISION OF ENVIRONMENTAL CONSULTING SERVICES**

**TERM:**

**FROM: July 1, 2016      TO: June 30, 2017**

**SCOPE OF WORK:**

The work performed through this contract agreement will be coordinated through Grace Holder (Senior Scientist) and Phill Kiddoo (Air Pollution Control Officer).

**Task 1 – On-Call Environmental Consulting Services**

Task 1 consists of work related to environmental compliance monitoring and resource management of the Owens Lake Dust Mitigation Project. Work will include participation in meeting and communication with LADWP, review of the adequacy of environmental mitigation compliance reports submitted to the District by LADWP, and biological and cultural resource surveys and reporting for new Dust ID monitoring sites. . The total budget for work in Task 1 shall not exceed \$70,000.

**Task 2 – Cultural Resource Task Force**

This task consists of technical work and participation in the Cultural Resource Task Force (CRTF). TEAM Engineering and Management, INC will provide archeological and environmental services related to the CRTF, as needed, per the 2013 Phase 7a and Keeler Dunes Settlement Agreement and related 2013 SOA, and the 2014 Stipulated Judgement. The total budget for work in Task 2 shall not exceed \$100,000.

The sum to be paid for the professional services in Tasks 1 and 2 shall not exceed: \$170,000.00

**ATTACHMENT B: SCHEDULE OF  
FEES AND CHARGES****ENVIRONMENTAL COMPLIANCE AND RESOURCE  
MANAGEMENT CONSULTING SERVICES TO  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL  
DISTRICT****Professional Fees**

	Individual Quote
Litigation Support and Expert Witness	
Senior Consultant	\$ 280.00 per hour
Principal	\$ 220.00 per hour
Project Manager	\$ 170.00 per hour
Senior Environmental Scientist	\$ 135.00 per hour
Biologist	\$ 120.00 per hour
Project Scientist	\$ 120.00 per hour
Senior Archaeologist	\$ 115.00 per hour
Staff Scientist	\$ 105.00 per hour
Field Technician II	\$ 95.00 per hour
Field Technician I	\$ 75.00 per hour
Administrative Support	\$ 70.00 per hour

**Charges**

Mileage	IRS Rate
Specialized Computer Applications	\$ 20.00 per hour
Report Production Costs	Cost plus 15 percent
Necessary Job Related Expenses (Including Sub-Contractors)	Cost plus 15 percent

**ATTACHMENT C**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND TEAM ENGINEERING AND MANAGEMENT INC  
FOR THE PROVISION OF ENVIRONMENTAL CONSULTING SERVICES**

**TERM:**

**FROM: July 1, 2016      TO: June 30, 2017**

**SCHEDULE FOR TRAVEL AND PER DIEM PAYMENT:**

Contractor shall be reimbursed for all travel and per diem expenses in the same amount and to the same extent as District reimburses its permanent status employees for such expenses. At the current time, these rates are as follows:

Lodging:      Actual cost, not to exceed \$250 per night without approval of Grace Holder.

Meals:      Breakfast:    \$13.00/meal  
                 Lunch:        \$13.00/meal  
                 Dinner:      \$28.00/meal.

Tolls, parking fees, commercial air fare (coach only), etc.: Actual cost

AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND CASEY FREEMAN  
FOR THE PROVISION OF PERSONAL SERVICES

**INTRODUCTION**

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") may have the need for the personal services of Casey Freeman, of Big Pine, California, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

1. SCOPE OF WORK:

The Contractor shall furnish to the District, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the District to the Contractor to perform under this Agreement will be made by Nik Barbieri, whose title is: Director Technical Services, respectively. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the District's need for such services. The District makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the District under this Agreement. District by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if District should have need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM:

The term of this Agreement shall be from July 1, 2016, to June 30, 2017, unless sooner terminated as provided below.

3. CONSIDERATION:

A. Compensation.

District shall pay to Contractor the sum described in Attachment A for work and services which are performed by Contractor at the District's request. Where extreme circumstances exist, and District has pre-authorized in writing, Contractor to work in excess of forty (40) hours per week, Contractor will be paid by District for all hours worked under the provisions of this Agreement in excess of forty (40) hours per week at one and one-half (1-1/2) times the hourly rate

## ATTACHMENT A

### AGREEMENT BETWEEN GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT AND CASEY FREEMAN FOR THE PROVISION OF PERSONAL SERVICES

#### TERM:

FROM: July 1, 2016

TO: June 30, 2017

#### SCOPE OF WORK:

**Title: Field Services Technician I**

#### Summary and Example of Duties:

See attached job description – Exhibit A.

Work will be performed on an "as needed" basis at an hourly wage compensation rate of **\$25.98** per hour for a maximum of **2080** hours (including worked, sick, holiday, flexible, overtime & vacation hours) during the term of the contract. The contract limit, excluding non-wage benefits is **Fifty-Four Thousand Thirty-Six (\$54,036)** dollars. The contract limit including required federal, state, and local tax payments, plus benefits (social security, medicare, health, dental, vision, life and PERS retirement) is **Ninety-Six Thousand Two hundred (\$96,200.00)** dollars.

Reports on the time worked in the performance of the duties listed above will be submitted to both the Fiscal Services Technician and Nik Barbieri (supervisor). A request for any overtime must be submitted and approved in writing by Nik Barbieri and Phillip L. Kiddoo prior to completing such work.



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537  
760-872-8211 Fax: 760-872-6109

### BOARD REPORT

**Mtg. Date:** July 13, 2016

**To:** District Governing Board

**From:** Susan Cash, Administrative Projects Manager

**Subject:** Office and Monitoring Site Leases (FY 2016-17)

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The following lease agreements are due to be renewed for the 2016-17 fiscal year:

Office Locations	Lessor	Monthly Rent \$	Annual Rent \$	Change
Keeler Office (Land Only)	Theona Wasson	720	8,640	\$ 10/month
Keeler Office Mobile #2	Williams Scotsman	400	4,800	(\$300/month)
Bishop Office (5 yr lease expires 06-30-20)	Jourdan Family Trust Includes electric & water utilities	7,269	87,228	\$177/month
Bishop Tech Office	Eastern Sierra Realty	825	9,900	No Change
	<b>FY 16/17 Office Leases :</b>	9,214	<b>110,568</b>	(\$113/month)
<b>Monitoring Sites</b>				
Mono Lake – Simis (Additional Space Leased)	Cole Hawkins	110	1,320	No Change
Lone Pine	Southern Inyo Hospital	(2x/yr)	1,600	\$750 increase
Olancho	Bill Sheffield Includes utilities	300	3,600	\$600 increase
Bishop - White Mountain (NCore Funds)	LADWP White Mtn. Research Station	500/yr 1,000/yr	1,500	(No renewal yet)
Mammoth Lakes	Gary Zentmeyer	500	6,000	(No renewal yet)
North Keeler Site (3yr lease expires 06-30-19)	John Dukes	50	600	No Change
	<b>FY 16/17 Site Leases :</b>		<b>14,620</b>	

In order to save paper, only one copy of the standard site lease agreement is attached (Wasson). Copies of the remaining leases and documentation are available upon request.

**Fiscal Impact:** \$125,188 of funds budgeted for 2016-17.  
SB 270: \$101,788. District: \$23,400

**Board Action:** Staff recommends that the Board approve and authorize the Board Chair or the APCO to sign the above lease agreements, contracts or other documents, including minor revisions, as needed.

Approval of Offices and Monitoring Site Leases and Rental Agreements  
(Effective July 1, 2016) (Action)  
July 13, 2016 – Agenda Item No. 4c – Page 1 of 1





## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537  
Tel: 760-872-8211 Fax: 760-872-6109

### BOARD REPORT

**Mtg. Date:** July 13, 2016

**Date Prepared:** June 23, 2016

**To:** Governing Board

**From:** Chris Lanane

**Subject:** Annual Sole-Source Determinations

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#### Summary

Section 3.3 of the District's Purchasing, Bidding and Contracting Policy (Rule 1101) provides that "due to availability, experience or overall cost (including operating and maintenance costs), certain materials, equipment, consultant services or public construction services ... may be purchased without first conducting a formal or informal bid procedure...." The elimination of the bidding procedure can take place only after the District Board or, in some cases, the Air Pollution Control Officer makes a "sole-source determination" that the equipment or services are practically available from only one source. In the long term, this provision can save considerable money by providing consistent brands of equipment or types of services.

A discussion of all the District's sole-source justifications follows. Staff believes that it is appropriate for the District to review the sole-source determinations each year. Staff requests that the Board make these sole-source determinations at this time. This list is intended as a complete list of sole-source determinations; these determinations replace all previous determinations.

#### Materials and Equipment

**AlumaTower Inc. for meteorological towers** – The District currently operates 20 meteorological monitoring towers throughout its network. All of these towers were manufactured by AlumaTower, Inc. The towers have been trouble-free and have been part of the system that enables the District to gather high-quality defensible meteorological data. The AlumaTower systems are relatively inexpensive, easy to operate, and are problem-free. Having an installed base of these systems reduces the need for the District to have spare parts available for different systems from different manufacturers, reducing the overall cost of the network. District staff recommends that the Board consider AlumaTower, Inc. as a sole-source provider of meteorological tower systems for the District.

**American Honda Motor Company for all-terrain vehicles** – Since the mid-1980s the District has used Honda FourTrax all-terrain vehicles (ATVs) to work on Owens Lake. We currently have a fleet of eight Honda ATVs. We believe that the Hondas are the only ATVs designed for the rugged

Approval of Annual Sole-source Determination (Action)  
July 13, 2016 – Agenda Item No. 4d – Page 1

conditions we encounter at Owens Lake. They are 4-wheel drive and have sealed brakes, enabling them to traverse muddy areas without losing traction and less prone to problems resulting from mud and water intrusion into the braking system. We have a good inventory of maintenance parts and the parts are readily available from local dealers. Additionally, District staff has experience servicing the vehicles. It is important that when employees are working alone on remote and poorly accessible areas of Owens Lake they have a safe, reliable vehicle that they can count on. District staff recommends that the Board consider American Honda Motor Company as a sole-source provider of ATVs for the District.

**Apple, Inc., for computers and tablets** – Recently, staff has procured Apple iPads that, in many ways, have streamlined the way certain activities are conducted on a daily basis at the District. For example, the iPads have become a valuable tool for electronically documenting monitoring activities conducted by technicians at the District’s monitoring stations. Gathering this information electronically streamlines the data validation process and can enable a faster turnaround for validation, since the electronic documentation is immediately uploaded to the District’s servers and can then be used to address data questions on the fly by the data processing personnel. Utilization of these tools has enabled staff to operate more efficiently and will continue to do so well into the future. In order to ensure compatibility among all District users and systems, staff recommends the Board consider Apple, Inc. as a sole-source provider of special-use computers and tablets for the District.

**California Survey Drafting Supply, for Trimble GPS units and software** – District staff has been using Trimble GPS equipment for over 15 years. These high-quality GPS units provide high-resolution survey measurements used most frequently to delineate dust source areas on Owens Lake and to determine locations for monitoring equipment, especially in the Dust Identification network. California Survey Drafting Supply has always provided lowest prices and the best service and support for the Trimble GPS units and corresponding software. District staff recommends the Board consider California Survey Drafting Supply as a sole-source provider of Trimble GPS units and software for the District.

**Campbell Scientific, Inc./Western Weather Group, for data-loggers and radio telemetry equipment** – The District uses electronic devices called “data-loggers” to store the wide variety of meteorological and air quality data that are collected at Owens and Mono Lakes. Based on experience with these types of devices, staff has found that the “Campbell” brand of data-logger is the only one capable of standing up to the extreme conditions found on Owens Lake. The District has used Campbell Scientific data-logging equipment for collecting data throughout the District for more than 20 years. The District currently operates over 200 Campbell data-loggers. The District’s technicians have become very adept at programming, servicing, and operating these instruments and have needed to build a comprehensive inventory of only Campbell repair parts. In addition to the data-loggers, the District uses the compatible Campbell radio telemetry equipment that allows the data collected to be transmitted via radio frequency to the Keeler field office. This ability enables staff to download data without having to physically visit the often-difficult-to-access sites. Based on its reliability record and to maintain consistency in the type of equipment used by the District, staff recommends that the Board consider Campbell Scientific as the sole source provider of data-logger and radio telemetry equipment to the District.

Approval of Annual Sole-source Determination (Action)  
July 13, 2016 – Agenda Item No. 4d – Page 2

**Campbell Scientific, Inc./Western Weather Group/R.M. Young Co./NRG Systems for meteorological monitoring equipment** – In 1994 the District completely overhauled all of the meteorological monitoring stations in the monitoring networks, changing to R. M. Young and NRG Systems equipment. After careful research and testing of equipment from various manufacturers, it was determined that the R.M. Young and NRG Systems equipment would be more cost-effective due primarily to the reduced maintenance frequency associated with the equipment. This equipment can be purchased either from R.M. Young, NRG Systems or from Campbell Scientific, the District's data logger provider. Occasionally, due to inventory considerations, the equipment may be less expensive at Campbell, and therefore, the District would like the flexibility to purchase the equipment from any of the three vendors. The District staff requests the Board consider Campbell Scientific, NRG Systems and R.M. Young Co., as the sole-source providers of the District's meteorological equipment.

**Chinook Engineering Division of Intermountain Laboratories, Inc., for flow measuring device calibration and certification services** – The District has utilized the Streamline Flow Transfer Standards (FTS), manufactured by Chinook Engineering, for the routine calibration and verification of the flow rates through the Partisol filter-based particulate monitors and the TEOM continuous particulate monitors (both from Thermo Environmental, formerly from Rupprecht & Patashnick) for over twenty years. These flow standards are very robust and have provided reliable and defensible measurements of monitor flow rates and have been a significant component of the District's quality control/quality assurance program and of the overall defensibility of the District's PM10 dataset over that same period. The District currently has eight (8) of these flow standards: one distributed to each of the District's five technicians operating monitoring stations, one for the District auditor's use, and two backup standards. These flow standards must be certified annually against a National Institute of Standards (NIST) primary or transfer standard per EPA regulation (Title 40 Code of Federal Regulations, Part 50, Appendix J, Section 7.3 and Appendix L, Sections 9.1.2, 9.2.2). Chinook Engineering has provided these services to the District effectively and efficiently over the past twenty years. The District staff requests the Board formalize that relationship and consider Chinook Engineering Division of Inter-Mountain Laboratories, Inc., as a sole-source provider of flow standard calibration and certification services to the District.

**Dell Computer, Inc. for personal computers (PCs)** – As with most government agencies and businesses today, the District is heavily reliant on PCs for nearly all the work that is performed. In the late 1980s, the District began buying Dell Computer PCs. They are and have been consistently rated as the most reliable PCs and staff has had very good experience with them. The District's computer repair technicians understand how to repair them and have developed relationships with Dell's sales and service staff. Therefore, for the sake of maintaining consistent equipment and due to their superior reliability, staff requests that the Board consider Dell Computer as the sole source provider of PCs for the District.

**Draganfly Innovations, Inc., for unmanned aerial vehicles (UAVs)**

The District recently purchased a Draganfly UAV after much research into these devices. The Draganfly is not just another UAV, but is part of a sophisticated comprehensive system that can follow a program based on user input, e.g. coordinates of area to be covered, resolution of photos to be taken, and automatically fly the user-defined coverage. The UAV can send the data in realtime from the camera to the user at the base station. Software provided by the manufacturer will then

stitch the photos together and provide a comprehensive coverage of the area of interest. A system of this caliber is needed in order to accurately assess the compliance of the existing BACM mitigation measures that are in place as well as those measures that the LADWP and the District have agreed can be put in place, e.g. tillage with BACM backup (TWB2), brine, and vegetation cover as well. Additionally, this UAV comes with a five-band infrared sensor that allows the accurate mapping of vegetative cover. This system not only collects the data, but also performs all of the post-processing of the data collected, stitching the photos together for one seamless geo-referenced image or digital elevation model. At this point, no other UAV manufacturer offers such a comprehensive and user-friendly system. District staff recommends the Board consider Draganfly Innovations, Inc., as a sole-source provider of unmanned aerial vehicles and associated systems.

**EKTO Manufacturing for monitoring shelters** –The District has twelve (12) EKTO walk-in shelters in the monitoring network. EKTO is the only shelter manufacturer that wraps the shelter with metal on all six sides. Other materials allow rodents to get into the shelter and, with the potential threat of Hantavirus throughout the District, could put employees at risk. A specially designed trailer was purchased with the Dirty Socks shelter in 2003 that allows staff to easily tow any EKTO shelter from place to place with District vehicles. This trailer is configured to fit only EKTO shelters. In light of the fact the shelters can be easily moved from place to place and the aforementioned feature of the shelters being entirely sheathed in metal, it is the staff's recommendation that the Board make EKTO Manufacturing the sole-source provider of monitoring shelters for the District.

**ESRI, Inc. for ArcGIS GIS Software** – The District uses Geographical Information Systems (GIS) software for much of its data analysis and record keeping. District staff has used ESRI-based software for this purpose since 1990 and most District contractors also use it. ESRI, Inc. is the only vendor for the ArcGIS software package. ESRI GIS software is the de facto industry standard. ESRI's product support has also been excellent. District staff recommends that the Board consider ESRI, Inc. as a sole-source provider of GIS software.

**Mesa Labs for Flow Measuring Device Calibration and Certification Services**

Mesa Labs has acquired BGI, Inc., and BIOS, Inc., both of whom are providers of high-accuracy flow calibrations devices that are used for audits (BGI DeltaCal) of the District's PM10 monitors and for semi-annual and annual certifications (BIOS DryCal Lite, Defender) of the PM10 monitors. The District has used these sophisticated flow-rate measuring devices for over two decades. These flow-rate measuring devices have provided reliable and defensible audit measurements of monitor flow rates and have been an important regulatory component of the District's quality control/quality assurance program. The District currently has two (2) BGI DeltaCals used for flow-rate audits and five (5) of the BIOS DryCal Lite/Defender flow standards. The District's auditor retains the two DeltaCals and one BIOS DryCal Lite/Defender is distributed to each of the District's five technicians operating monitoring stations. These flow standards must be certified annually against a National Institute of Standards (NIST) primary or transfer standard per EPA regulation (Title 40 Code of Federal Regulations, Part 50, Appendix J, Section 7.3 and Appendix L, Sections 9.1.2, 9.2.2). Mesa Labs/BGI/BIOS has provided these services to the District over the past twenty years. The District staff requests the Board formalize that relationship and consider Mesa Labs, Inc., as a sole-source provider of flow standard calibration and certification services to the District.

**Sensit Inc. (Formerly The Sensit Company), for sand motion monitoring equipment** - In order to determine how much fugitive dust is emitted from the exposed beds of Owens and Mono Lakes, the District uses a specialized electronic device that measures blowing soil particles that come off the lakebeds. These devices are known as “Sensits™” and count the sand grains that impact a crystal ring mounted in a rod placed a few inches above the soil surface. The devices have been invaluable in our research and monitoring at Owens Lake and Mono Lake – we currently have over 190 in operation. However, only one company, The Sensit Company, makes the device; no one else makes anything even resembling this instrument. Therefore, because the Sensit Company is the sole source of Sensits, staff requests that the Board consider the Sensit Inc. (formerly The Sensit Company) as the sole source provider of electronic sand motion monitoring devices.

**Thermo Fisher Scientific (formerly Rupprecht & Patashnick, Inc.) for Tapered Element Oscillating Microbalance (TEOM) PM monitors** – The Thermo (Rupprecht & Patashnick) TEOM PM monitors have been used in the District since 1992. The TEOM PM<sub>10</sub> monitor is an approved EPA equivalent method monitor for PM<sub>10</sub>. The TEOM PM<sub>2.5</sub> monitor with the accompanying filter dynamics measurement system (FDMS) is an EPA-approved equivalent method monitor for PM<sub>2.5</sub>. The TEOMs have proven to be reliable continuous monitors and have minimal maintenance requirements. These monitors provide a continuous measurement of PM and have been utilized effectively in the District’s particulate health alert system. The TEOMs have also proven to be an invaluable resource in measuring dust episodes near Owens Lake especially for the dust source identification program. The only producer of TEOM monitors is Thermo Fisher Scientific. District staff requests that the Board consider Thermo Fisher Scientific as a sole-source provider of TEOM monitors.

**Thermo Fisher Scientific (formerly Rupprecht & Patashnick, Inc.) for Partisol PM monitors** - The Partisol is a filter-based sampler for particulate matter. The District currently has six Partisol samplers in operation. These samplers have been reliable and have required minimal maintenance. Rupprecht & Patashnick, Inc. had the foresight to have the Partisol approved as an EPA reference method monitor for both PM<sub>10</sub> and PM<sub>2.5</sub>, thereby allowing the District to monitor for either particle-size cut with the same monitor, only requiring a change in the inlet, resulting in a significant cost savings. The District has not found any other filter-based samplers that require as little maintenance as the Partisols or are as reliable as the Partisols. District staff requests that the Board consider Thermo Fisher Scientific (formerly Rupprecht & Patashnick, Inc.), as a sole-source provider of filter-based PM monitors for the District.

### **Professional Services**

#### **Desert Research Institute (DRI) for Professional Services**

The District has worked with experts from the Desert Research Institute (DRI) for many years. Professional services that DRI has provided to the District include the fields of remote sensing, geomorphology, aeolian processes, and fugitive dust emissions. The expertise of the staff at DRI has greatly assisted the District in the development of new methodologies for determining whether the dust control measures on Owens Lake are meeting the required performance criteria as well as in the research and development of new dust control measures.

Approval of Annual Sole-source Determination (Action)  
July 13, 2016 – Agenda Item No. 4d – Page 5

**Mr. Ken Richmond, Ramboll ENVIRON**

The District has retained the services of Mr. Ken Richmond to conduct Owens and Mono Lake air quality modeling since the 1990's. Mr. Richmond has worked for a number of consulting firms over the years and now works for Ramboll-ENVIRON. Mr. Richmond has been invaluable in assisting the District with the development of the dust monitoring and modeling program at Owens Lake and Mono Lake. Mr. Richmond and his team at Ramboll-ENVIRON assist the District with the preparation and review of particulate matter air quality modeling at Owens and Mono Lakes and they perform air quality model-related investigations needed to support the Owens and Mono Lake PM10 State Implementation Plans. Air quality modeling is used to help identify areas that cause or contribute to air quality violations at Owens and Mono Lake and is required as part of the Owens Lake Dust ID Program pursuant to District Board Order #080128-01. They will be used to perform refined air quality model analyses to investigate issues of special interest; e.g. review and analysis of results from the LADWP's BACM tillage dust control study at Owens Lake.

Ramboll ENVIRON and the team led by Mr. Ken Richmond is the only available contractor and team with the unique experience necessary to compile the meteorological, sand flux, PM10 and source area data from the Owens Lake Dust Identification Program for the purpose of running the Dust ID model. As shown by their past experience listed below, they are uniquely qualified to perform the air quality model-related work at Owens and Mono Lakes and staff recommends they be considered as a sole source provider to the District for air quality modeling and analysis services.

- Mr. Richmond first worked with the District in 1991 to model windblown dust at Mono Lake through a competitive bid awarded to TRC Environmental Corp. (contract later awarded to McCulley, Frick & Gilman, Inc. (MFG) when Mr. Richmond and his team left TRC). The Mono Lake PM10 model was used to support the 1995 Mono Basin PM10 SIP and to set the Mono Lake level at 6,391 feet to demonstrate compliance with the federal PM10 standard.
- The District retained the services of Mr. Richmond and his team at MFG to perform air quality modeling at Owens Lake in 1995. The air quality model was used to support the federally approved 1998 PM10 SIP for the Owens Valley. In an effort to improve PM10 modeling at Owens Lake to account for the unique nature of windblown dust emissions and downwind impacts, Mr. Richmond assisted the District in creating the Owens Lake Dust ID modeling program in 1999. Mr. Richmond and his team continued working with the District through contracts issued to Geomatrix, Inc. and currently, ENVIRON International Corp.

The only other contractor that may have the required experience to perform the unique modeling tasks required by the 2008 Owens Valley SIP would be Air Sciences, Inc. in Portland, Oregon. However they are not available due to their existing contract with the City of Los Angeles to review the results from the Owens Lake Dust ID Program and perform Owens Lake-related investigations.

**Mr. Peter Hsaio, esq., Morrison & Foerster, LLP**

Peter Hsaio at Morrison & Foerster has been providing legal services to the District specific to environmental issues surrounding Owens Lake and Mono Lake for 15 years. Mr. Hsiao, specifically, has worked on cases for the District for that entire time-period. Mr. Hsiao's legal expertise on environmental issues regarding Owens Lake and Mono Lake is unparalleled and, as evidenced most

Approval of Annual Sole-source Determination (Action)  
July 13, 2016 – Agenda Item No. 4d – Page 6

recently by his articulate defense of the District's 2011 Supplemental Control Requirement Determination before the hearing officer at the California Air Resources Board (June 2012), he is uniquely qualified to provide legal advice on these matters. That defense resulted in a decision for the District on all counts brought against it. Mr. Hsiao's depth of knowledge and intimate understanding of the District and of the legal issues surrounding the Owens Lake and Mono Lake environmental concerns makes him and his firm an invaluable asset to the District. Staff recommends that Mr. Peter Hsaio of Morrison & Foerster, LLP be determined to be a sole-source provider of legal services to the District.

Mr. Hsiao is the only outside legal counsel with prior continuous expertise in California Health & Safety Code Section 42316, and the many prior agreements between the LADWP and the District. Morrison and Foerster attorneys have worked extensively with the District since 1998. Their expertise, knowledge and professional legal services on a vast number of Owens Lake issues, including federal and state air pollution law, the Clean Air Act, HSC Section 42316, and the California Environmental Quality Act, have been invaluable in helping to develop the necessary agreements, language and documentation to control the air pollution due to the LADWP's water diversions from Owens Lake. Morrison & Foerster, on behalf of the District, has prevailed in all legal disputes and litigation with the City to date, including within the last 12 months the dismissal of two City lawsuits against the District and the ruling from CARB rejecting all of the City's arguments to appeal the reasonableness and validity of the 2011 SCRD. Mr. Hsaio and Morrison & Foerster, have developed experience with the District that is unmatched by any other law firm, and there would be substantial cost to the District to replace them with other counsel who would lack the base of knowledge and expertise to effectively represent the District.

**Ms. Carla Scheidlinger, AMEC Foster Wheeler for Project Management of the Keeler Dunes and Other Project(s)**

Reasons for recommending a sole-source determination and retaining the services of AMEC Foster Wheeler (AMEC) for project management services include: the Senior Restoration Manager's (Ms. Carla Scheidlinger) previous experience with native plant establishment in the Owens Lake area and within the Owens Valley including the Keeler Dunes; AMEC's previous experience in the successful completion of similar environmental restoration projects involving large-scale establishment of native plants in desert environments; and the capability of AMEC to bring in resources and personnel, as needed, with the specific experience and knowledge necessary to conduct the work quickly and efficiently. Ms. Scheidlinger and AMEC Foster Wheeler have assisted the District with the Keeler Dunes project since Dec 2013 including the development of the project design, review of the Environmental Impact Report (EIR) and Environmental Assessment (EA), and oversight of the project construction. This knowledge and experience is invaluable to successful completion of the Keeler Dunes project.

**TEAM Engineering & Management, Inc. (TEAM) for Environmental Consulting and Archaeological Services**

Over the last eighteen years of dust control implementation at Owens Lake there have been multiple Settlement Agreements, court judgments, SIPs and Environmental Impact Reports (EIRs). Each of these has a unique set of conditions and requirements that need to be met. For several years, Sapphos Environmental Inc., assisted the District in tracking the environmental compliance requirements for these activities, however, for multiple reasons, last year the District decided to go through a formal bid process for the remaining required work. Through that process the District selected TEAM

Approval of Annual Sole-source Determination (Action)  
July 13, 2016 – Agenda Item No. 4d – Page 7

Engineering & Management, Inc., of Bishop, CA due to their local presence, overall cost, and the services that they could provide.

Now that TEAM has been working for the District for the past year they have gained detailed knowledge and understanding on the complex set of requirements for the dust control program and are working on developing an improved method for tracking compliance. TEAM has also provided invaluable archaeological services to the District over the past year associated with the Cultural Resource Task Force (CRTF) and the Phase 9/10 project construction. The archaeologist for TEAM has intimate knowledge of the cultural resources on the lakebed and has earned the respect of the local Tribes and other member organizations of the CRTF. The District has been pleased with the effort, quality of work, and reasonable costs associated with TEAM's efforts and would like to continue to work with them in FY 2016-17 both for environmental compliance tracking as well as archaeological consulting services.

**Fiscal Impact:**

None. Each of the sole-source providers is either the only source for the product or service, or there are other compensating factors that make the sole-source provider the most economical source, when all costs are taken into consideration. These compensating factors could include a history of proven reliability, staff training and familiarity with the product or service, existing stockpiles of replacement parts and a need for continuity and consistency in the data provided.

**Board Action:**

Staff recommends that the Board make the following sole-source determinations as provided for in Section 3.3 of Rule 1101 (District Purchasing, Bidding and Contracting Policy):

- AlumaTower Inc. for meteorological towers
- American Honda Motor Company for all-terrain vehicles
- Apple, Inc., for computers and tablets
- California Survey Drafting Supply, for Trimble GPS units and software
- Campbell Scientific, Inc./Western Weather Group for data loggers and telemetry equipment
- Campbell Scientific, Inc./R. M. Young Co./Western Weather Group/NRG Systems for meteorological equipment
- Chinook Engineering Division of Inter-Mountain Laboratories, Inc., for flow standard calibration and certification services
- Dell Computer, Inc. for personal computers
- Draganfly Innovations, Inc., for unmanned aerial vehicles and monitoring systems
- EKTO Manufacturing for monitoring shelters
- ESRI for GIS for ArcGIS and other GIS software

Approval of Annual Sole-source Determination (Action)  
July 13, 2016 – Agenda Item No. 4d – Page 8



- Mesa Labs (formerly BGI, Inc., BIOS, Inc.), for flow-rate measuring device calibration and certification
- Sensit, Inc. (formerly The Sensit Company) for electronic sand motion monitoring devices
- Thermo Environmental for TEOM and Partisol PM monitors
- Desert Research Institute for professional services
- Mr. Ken Richmond, Ramboll ENVIRON, for air quality modeling services
- Mr. Peter Hsaio, esq., Morrison & Foerster, LLP, for legal services
- Ms. Carla Scheidlinger, AMEC Foster Wheeler, for project management services
- TEAM Engineering & Management, Inc., for Environmental Consulting and Archaeological Services

Approval of Annual Sole-source Determination (Action)  
July 13, 2016 – Agenda Item No. 4d – Page 9



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537  
Tel: 760-872-8211 Fax: 760-872-6109

### BOARD REPORT

**Mtg. Date:** July 13, 2016

**To:** District Governing Board

**From:** Susan Cash, Administrative Projects Manager

**Subject:** Approve travel and expenditures related to Washington D.C. trip to accept  
EPA's Clean Air Excellence Award

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**Summary:** The APCO was notified shortly before the May Board meeting that Great Basin was receiving an award from the Environmental Protection Agency (EPA), to be presented to District staff in Washington, DC in late June. District policy requires prior approval of the District Board for out-of-state travel. Due to timelines, the APCO was only able to announce the award during his report in April and not get official prior approval. Staff is now seeking retroactive approval (for audit purposes) for the APCO and 3 additional staff to travel to Washington DC to receive the EPA award on behalf of the District.

**Board Action:** Retroactively approve out of state travel for the APCO and 3 staff members to receive the EPA award on behalf of the District.

Approve Travel and Expenditures Related to Washington DC Trip to Accept EPA Award (Action)  
July 13, 2016 – Agenda Item No. 4e – Page 1



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

[www.gbuapcd.org](http://www.gbuapcd.org)

### BOARD REPORT

**Mtg. Date:** July 13, 2016

**Date Prepared:** June 23, 2016

**To:** District Governing Board

**From:** Chris Howard

**Subject:** Request for Out-of-state Travel: Five Staff Members to St. Louis, Missouri for United States Environmental Protection Agency (USEPA) National Ambient Air Monitoring Conference and Air Quality System (AQS) Training

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**Summary** - The EPA National Ambient Air Monitoring Conference and Air Quality System (AQS) training are designed for state, local, and tribal agency staff responsible ambient air monitoring. District staff will have the opportunity to learn from national air monitoring experts through trainings, workshops, and technical workshops. In previous years, the biennial conference focused on either Monitoring or AQS. This year the conference combines the two under one roof. District staff scheduled to attend the Conference perform many Monitoring and AQS functions which will be covered at the Conference. In addition, staff who specialize in either Monitoring or AQS will have the opportunity to cross-train, developing a better appreciation of the entire path from data collection to validation to AQS certification. Attendance at this event will provide District staff with the training, skills and information necessary to prepare for future challenges of documenting and reporting air monitoring data. The APCO requests that the Board approve sending five people, two Research and Systems Analysts, one Air Monitoring Technician Specialist, and two Air Monitoring Technicians to this event in August 2016.

#### Specific benefits -

- **Air Quality System (AQS) Training** – The District submits fully validated air monitoring data to AQS quarterly. The AQS contains ambient air pollution data collected by EPA, state, local, and tribal air pollution control agencies from thousands of monitoring stations located across the nation. AQS also contains meteorological data, descriptive information about each monitoring station (including its geographic location and its operator), and data quality assurance/quality control information. AQS users rely upon the system data to assess air quality, assist in Attainment/Non-Attainment designations, evaluate State Implementation Plans for Non-Attainment Areas, perform modeling for permit review analysis, and other air quality management functions. AQS information is also used by EPA to prepare reports for Congress as mandated by the Clean Air Act.
- **Data Validation Training** – Every year, the District collects hundreds of thousands of particulate and meteorological data records. Once that monitoring data is collected, the District performs rigorous scrutiny of the accuracy of the data through three levels of validation. The Conference will provide several training sessions and workshops focusing on best practices for data validation.

Consideration of Request for Out-of-state Travel to send Two Employees to St. Louis, Missouri in August for  
USEPA National Ambient Air Monitoring Conference (Action)

July 13, 2016 – Agenda Item No. 4f – Page 1

- **Quality Assurance Training** – The District is responsible for meeting ambient air monitoring quality assurance requirements listed in 40 CFR Part 58, Appendix A. The conference will discuss the changes to the CFR made in 2016. There will also be a focus on performance evaluation programs, technical systems audits and corrective actions, data quality assessments, and the assessment tools available to monitoring organizations, and data certification concurrence reporting.

**Financial Justification** - Funds are available in both the SB270 (95%) and District (5%) budgets to cover the travel costs.

**Fiscal Impact** - The USEPA National Ambient Air Monitoring Conference, and all associated trainings, workshops, and technical sessions, are free to state, federal, and local air monitoring agencies. The cost of travel to and from St. Louis, Missouri, including food and lodging, for each person is estimated to be \$1,455. Sufficient funds for travel are available in both the SB270 and District 2014-2015 travel budgets. Total cost would not be anticipated to exceed \$7,275.

### **BOARD ACTION**

Staff recommends that the Governing Board approve travel for five District employees to the EPA National Ambient Air Monitoring Conference scheduled for August 8-11, 2016, in St. Louis, Missouri.

Consideration of Request for Out-of-state Travel to send Two Employees to St. Louis, Missouri in August for  
USEPA National Ambient Air Monitoring Conference (Action)  
July 13, 2016 – Agenda Item No. 4f – Page 2



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537  
Tel: 760-872-8211 Fax: 760-872-6109

### BOARD REPORT

**Mtg. Date:** July 13, 2016

**To:** District Governing Board

**From:** Susan Cash, Administrative Projects Manager

**Subject:** Update to Discrimination and Harassment Policy

---

**Summary:** The Department of Fair Employment and Housing (DFEH) has updated the Fair Employment and Housing Act (FEHA), effective April 1, 2016. A number of new requirements in the Act have prompted this revision to the District's Discrimination and Harassment Policy (Section 8.4 of the GBUAPCD Rules, Policies & Procedures). New regulations require policies which:

- Expand the categories of individuals protected by FEHA
- Make clear that FEHA prohibits coworkers, third parties, supervisors and managers from engaging in discriminatory, harassing, or retaliatory conduct.
- Provide a complaint procedure that ensure that complaints are: kept confidential (to the extent possible), responded to in a timely manner, investigated by "qualified personnel" in a timely and impartial manner, and documented and tracked. The complaint procedure must also provide for appropriate remedial action and resolution and timely closure of investigations.
- Establish a complaint mechanism, such as a complaint hotline or access to an ombudsperson, which does not require an employee to complain directly to an immediate supervisor.
- Instruct supervisors to report any complaints of misconduct to a designated company representative so the company can try to resolve the claim internally.
- State that allegations of misconduct will be addressed through a fair, timely, and thorough investigation.
- State that confidentiality will be kept by the employer to the extent possible.
- Indicate that if misconduct is found during the investigation, appropriate remedial measures will be taken.
- Make clear that the company will not retaliate against employees for lodging a complaint or participating in an investigation.

Approve Update to Discrimination and Harassment Policy (Action)  
July 13, 2016 – Agenda Item No. 4g – Page 1

Additionally, the regulations require that the Agency distribute electronic or hard copies of the new policy to every employee and receive/retain written confirmation that the employee has been given the policy.

A redline version of the new policy is attached (pages 3-11), as well as a clean copy of the new policy (pages 12-16).

**Board Action:** Staff recommends the Board approve update to the District's Discrimination and Harassment Policy in order to bring into compliance with the new FEHA requirements.

Approve Update to Discrimination and Harassment Policy (Action)  
July 13, 2016 – Agenda Item No. 4g – Page 2

#### 8.4 DISCRIMINATION AND HARASSMENT.

Discrimination and harassment are illegal under both California and federal law. The District is firmly committed to providing a workplace environment that is free from discrimination and harassment and in promoting relationships that are courteous and respectful of all employees, vendors and visitors of the District. The Fair Employment and Housing Act (FEHA) prohibits coworkers, third parties, supervisors, and managers from engaging in discriminatory, harassing, or retaliatory conduct.

1. This policy expressly prohibits any form of discrimination and/or harassment, including sexual harassment of any employee or applicant or any member of a class protected by federal or State law, such as, ~~race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, political creed, sexual orientation, marital status, sex, or age~~ age (40 and over), ancestry, color, religious creed (including religious dress and grooming practices), denial of Family and Medical Care Leave, disability (mental and physical) including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, or sexual orientation. It is intended to provide protection to all District employees, vendors, and visitors and to all phases of the employment relationship, including recruitment, testing, selection, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits and selection for training. Every employee is expected to adhere to a standard of conduct that is respectful of and to all persons within the work environment.
2. Any action(s) in violation of this policy in the work place or any work-related function or situation will not be tolerated. Employees are encouraged to immediately report any incident of discrimination or harassment so that complaints can be quickly and fairly resolved. If, after a prompt and thorough investigation, it is determined that an employee has engaged in discrimination or harassment or adverse action as determined by the process set forth herein, that employee shall be subject to appropriate discipline, up to and including discharge.



2. —

3. Prohibited Conduct

- A. Discrimination. Discrimination is any action or conduct by which an employee is treated differently or less favorably than other employees similarly situated to him or her for the sole reason of his or her age (40 and over), ancestry, color, religious creed (including religious dress and grooming practices), denial of Family and Medical Care Leave, disability (mental and physical) including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, or sexual orientation. ~~race, religion, color, national origin, ancestry, physical or mental disability, medical condition, political affiliation or creed, sexual orientation, marital status, sex, or age.~~
- B. Harassment. Unlawful harassment is any verbal or physical conduct based on an employee's age (40 and over), ancestry, color, religious creed (including religious dress and grooming practices), denial of Family and Medical Care Leave, disability (mental and physical) including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, or sexual orientation. ~~race, religion, color, national origin, ancestry, physical or mental disability, medical condition, political affiliation or creed, sexual orientation, marital status, sex, or age,~~ that is sufficiently severe or pervasive so as to affect an employee's work performance negatively and/or alter the conditions of employment and create an intimidating, hostile or otherwise offensive working environment.



C. Sexual Harassment. Any action that constitutes an unwelcome sexual advance or request for sexual favors, or any verbal or physical conduct of a sexual nature that is (i) related to or conditional to the receipt of employee benefits, including, but not limited to, hiring and advancement, (ii) related to or forms the basis for employment decisions affecting the employee, or (iii) sufficiently severe or pervasive so as to affect an employee's work performance negatively and/or alter the conditions of employment and create and intimidating, hostile or otherwise offensive working environment.

Approve Update to Discrimination and Harassment Policy (Action)  
July 13, 2016 – Agenda Item No. 4g – Page 5

G.

D. Definitions, descriptions and examples of types of prohibited conduct under this policy include, but are not limited to, the following:

- (1) Verbal – Epithets, threats, derogatory comments or slurs, graphic commentaries about an individual's body or other suggestive comments made on the basis of a legally protected category, such as age (40 and over), ancestry, color, religious creed (including religious dress and grooming practices), denial of Family and Medical Care Leave, disability (mental and physical) including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, or sexual orientation. ~~race, religion, color, national origin, ancestry, physical or mental disability, medical condition, political affiliation or creed, sexual orientation, marital status, sex, or age.~~
- (2) Physical – Assault, impeding or blocking movement, interference with normal work movement, massages, sitting on laps, or unwanted touching of any type based age (40 and over), ancestry, color, religious creed (including religious dress and grooming practices), denial of Family and Medical Care Leave, disability (mental and physical) including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, or sexual orientation. ~~upon race, religion, color, national origin, ancestry, physical or mental disability, medical condition, political affiliation or creed, sexual orientation, marital status, sex, or age.~~

- (3) Visual – Leering, making derogatory gestures, derogatory posters, notices, bulletins, cartoons, drawings, emails, faxes, or other depictions based upon age (40 and over), ancestry, color, religious creed (including religious dress and grooming practices), denial of Family and Medical Care Leave, disability (mental and physical) including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, or sexual orientation, race, religion, color, national origin, ancestry, physical or mental disability, medical condition, political affiliation or creed, sexual orientation, marital status, sex or age.
- (4) Sexual – Unwelcome sexual advances, requests for sexual favors, propositions, demands, and/or other verbal or physical conduct of a sexual nature which is made a condition of an employment benefit or unreasonably interferes with an individual's work performance and creates an intimidating or hostile work environment.

- (5) Adverse Action – Adverse employment action taken against any employee solely for having reported or threatened to report or participated in any investigation of unlawful discrimination or harassment.

4. Complaint Resolution Process

~~A. An employee who believes he or she has been discriminated against or harassed by a co-worker, supervisor, vendor or visitor should immediately notify his/her immediate supervisor of the facts of the incident(s) and the name(s) of the individuals involved and those of any witness(es).~~

~~B.A.~~ An employee who believes he or she has been discriminated against or harassed by a co-worker, supervisor, vendor or visitor should immediately notify his/her immediate supervisor of the facts of the incident(s) and the name(s) of the individuals involved and those of any witness(es). Alternately, if the complaint is against the employee's immediate supervisor, the employee may report it to another supervisor or the Deputy Air Pollution Control Officer (DAPCO) or the Air Pollution Control Officer (APCO), or directly to the Administrative Services Officer/Projects Manager. There is no requirement that the employee complain directly to their immediate supervisor, regardless of that supervisor's involvement/noninvolvement.

B. A supervisor or member of management who is notified of a complaint or otherwise becomes aware of a violation of this policy must immediately notify the District's confidential employee or Administrative Services Officer/Projects Manager. In the absence of the latter, notification is to be given directly to the APCO or his/her designee, the DAPCO. Failure to do so may result in disciplinary action up to and including termination.



~~G.~~

~~D.C.~~ Upon receipt of a complaint, the Administrative ~~Services Officer,~~  
~~Projects Manager,~~ APCO, or DAPCO will notify the District's  
confidential employee (or designee) of the complaint. The District's  
confidential employee (or designee) will investigate all the facts  
surrounding the incident, including, but not limited to, the totality of  
the circumstances, the nature of the conduct and the context in  
which the alleged incident occurred and provide a summary of  
findings and recommendations to the APCO. If a violation of this  
policy has occurred, the employee or supervisor who is found to  
have violated this policy will be subject to discipline, up to and  
including termination, as determined solely by the APCO.

~~E.D.~~ If the complaint is against the Air Pollution Control Officer, the  
complaint is to be reported to District Counsel, or Outside  
Investigator designated by the Governing Board, for investigation  
and preparation of a summary of findings and recommendations. If  
a violation of this policy has occurred, the APCO will be subject to  
discipline, up to and including termination, as determined solely by  
the Governing Board.

5. Confidentiality

- A. All complaints of discrimination or harassment that are reported under this policy will be investigated promptly, thoroughly, objectively, and as confidentially as possible. Reasonable attempts will be made to interview any individual with information relative to the complaint. Any investigation will be conducted with as much confidentiality as possible with respect to the rights of all individuals involved.
- B. All records and information relating to any investigation are confidential, except to the extent disclosure is required by law and/or as part of the investigatory or disciplinary process. The District will make its determination and communicate that determination in a confidential and summary manner to the complainant and accused.
- C. Any complaining party or alleged violator of this policy or other participant interviewed in conjunction with an investigation is hereby to understand that it is a violation of this policy to discuss any aspect of an investigation with other than the investigator or to conduct their own investigation at any time. An employee with information that they think may be of assistance is to contact the person conducting the investigation.

C.

6. Prohibition of Retaliation. California and federal laws prohibit retaliation against any individual, who has filed a complaint with their employer and/or either the Department of Fair Employment and Housing (DFEH) or Equal Employment Opportunity Commission (-EEOC), who has alleged discrimination or harassment, who has opposed any unlawful employment practice or has otherwise participated in any investigation, proceeding or hearing conducted by the a state or federal agency. Pending a thorough investigation, any employee found to have engaged in any form of adverse action in retaliation against another employee shall be subject to appropriate disciplinary action up to and including termination.
7. False Claims. While the District vigorously defends its employees' right to work in an environment free of discrimination and harassment, it also recognizes that false accusations can have serious consequences. Any employee found to have intentionally and knowingly made a false claim in regard to this policy shall be subject to appropriate disciplinary action, up to and including termination.

## 8.4 DISCRIMINATION AND HARASSMENT.

Discrimination and harassment are illegal under both California and federal law. The District is firmly committed to providing a workplace environment that is free from discrimination and harassment and in promoting relationships that are courteous and respectful of all employees, vendors and visitors of the District. The Fair Employment and Housing Act (FEHA) prohibits coworkers, third parties, supervisors, and managers from engaging in discriminatory, harassing, or retaliatory conduct.

1. This policy expressly prohibits any form of discrimination and/or harassment, including sexual harassment of any employee or applicant or any member of a class protected by federal or State law, such as age (40 and over), ancestry, color, religious creed (including religious dress and grooming practices), denial of Family and Medical Care Leave, disability (mental and physical) including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, or sexual orientation. It is intended to provide protection to all District employees, vendors, and visitors and to all phases of the employment relationship, including recruitment, testing, selection, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits and selection for training. Every employee is expected to adhere to a standard of conduct that is respectful of and to all persons within the work environment.
2. Any action(s) in violation of this policy in the work place or any work- related function or situation will not be tolerated. Employees are encouraged to immediately report any incident of discrimination or harassment so that complaints can be quickly and fairly resolved. If, after a prompt and thorough investigation, it is determined that an employee has engaged in discrimination or harassment or adverse action as determined by the process set forth herein, that employee shall be subject to appropriate discipline, up to and including discharge.
3. Prohibited Conduct
  - A. Discrimination. Discrimination is any action or conduct by which an employee is treated differently or less favorably than other employees similarly situated to him or her for the sole reason of his or her age (40 and over), ancestry, color, religious creed (including religious dress and grooming practices), denial of Family and Medical Care Leave, disability (mental and physical) including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, or sexual orientation.

Approve Update to Discrimination and Harassment Policy (Action)  
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- B. Harassment. Unlawful harassment is any verbal or physical conduct based on an employee's age (40 and over), ancestry, color, religious creed (including religious dress and grooming practices), denial of Family and Medical Care Leave, disability (mental and physical) including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, or sexual orientation that is sufficiently severe or pervasive so as to affect an employee's work performance negatively and/or alter the conditions of employment and create an intimidating, hostile or otherwise offensive working environment.
- C. Sexual Harassment. Any action that constitutes an unwelcome sexual advance or request for sexual favors, or any verbal or physical conduct of a sexual nature that is (i) related to or conditional to the receipt of employee benefits, including, but not limited to, hiring and advancement, (ii) related to or forms the basis for employment decisions affecting the employee, or (iii) sufficiently severe or pervasive so as to affect an employee's work performance negatively and/or alter the conditions of employment and create an intimidating, hostile or otherwise offensive working environment.
- D. Definitions, descriptions and examples of types of prohibited conduct under this policy include, but are not limited to, the following:
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- (3) Visual – Leering, making derogatory gestures, derogatory posters, notices, bulletins, cartoons, drawings, emails, faxes, or other depictions based upon age (40 and over), ancestry, color, religious creed (including religious dress and grooming practices), denial of Family and Medical Care Leave, disability (mental and physical) including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, or sexual orientation.
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- (5) Adverse Action – Adverse employment action taken against any employee solely for having reported or threatened to report or participated in any investigation of unlawful discrimination or harassment.

#### 4. Complaint Resolution Process

- A. An employee who believes he or she has been discriminated against or harassed by a co-worker, supervisor, vendor or visitor should immediately notify his/her immediate supervisor of the facts of the incident(s) and the name(s) of the individuals involved and those of any witness(es). Alternately, the employee may report it to another supervisor or the Deputy Air Pollution Control Officer (DAPCO) or the Air Pollution Control Officer (APCO), or directly to the Administrative Projects Manager. There is no requirement that the employee complain directly to their immediate supervisor, regardless of that supervisor's involvement/noninvolvement.

- B. A supervisor or member of management who is notified of a complaint or otherwise becomes aware of a violation of this policy must immediately notify the District's confidential employee or Administrative Projects Manager. In the absence of the latter, notification is to be given directly to the APCO or his/her designee, the DAPCO. Failure to do so may result in disciplinary action up to and including termination.
- C. Upon receipt of a complaint, the Administrative Projects Manager, APCO, or DAPCO will notify the District's confidential employee (or designee) of the complaint. The District's confidential employee (or designee) will investigate all the facts surrounding the incident, including, but not limited to, the totality of the circumstances, the nature of the conduct and the context in which the alleged incident occurred and provide a summary of findings and recommendations to the APCO. If a violation of this policy has occurred, the employee or supervisor who is found to have violated this policy will be subject to discipline, up to and including termination, as determined solely by the APCO.
- D. If the complaint is against the Air Pollution Control Officer, the complaint is to be reported to District Counsel, or Outside Investigator designated by the Governing Board, for investigation and preparation of a summary of findings and recommendations. If a violation of this policy has occurred, the APCO will be subject to discipline, up to and including termination, as determined solely by the Governing Board.

5. Confidentiality

- A. All complaints of discrimination or harassment that are reported under this policy will be investigated promptly, thoroughly, objectively, and as confidentially as possible. Reasonable attempts will be made to interview any individual with information relative to the complaint. Any investigation will be conducted with as much confidentiality as possible with respect to the rights of all individuals involved.
- B. All records and information relating to any investigation are confidential, except to the extent disclosure is required by law and/or as part of the investigatory or disciplinary process. The District will make its determination and communicate that determination in a confidential and summary manner to the complainant and accused.
- C. Any complaining party or alleged violator of this policy or other participant interviewed in conjunction with an investigation is hereby to understand that it is a violation of this policy to discuss any aspect of an investigation with other than the investigator or to conduct their own investigation at any time. An employee with information that they think may be of assistance is to contact the person conducting the investigation.

Approve Update to Discrimination and Harassment Policy (Action)  
 July 13, 2016 – Agenda Item No. 4g – Page 15

6. Prohibition of Retaliation. California and federal laws prohibit retaliation against any individual who has filed a complaint with their employer and/or either the Department of Fair Employment and Housing (DFEH) or Equal Employment Opportunity Commission (EEOC), who has alleged discrimination or harassment, who has opposed any unlawful employment practice or has otherwise participated in any investigation, proceeding or hearing conducted by the a state or federal agency. Pending a thorough investigation, any employee found to have engaged in any form of adverse action in retaliation against another employee shall be subject to appropriate disciplinary action up to and including termination.
7. False Claims. While the District vigorously defends its employees' right to work in an environment free of discrimination and harassment, it also recognizes that false accusations can have serious consequences. Any employee found to have intentionally and knowingly made a false claim in regard to this policy shall be subject to appropriate disciplinary action, up to and including termination.



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

### BOARD REPORT

**Mtg. Date:** July 13, 2016

**To:** District Governing Board

**From:** Nik Barbieri, Director of Technical Services

**Subject:** Award of Contract for Purchase of Vehicle, Bid Number 2016-V2

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**Summary** – Staff determined a replacement vehicle was needed for the Keeler office. Based on District guidelines for regular vehicle assessment, field vehicles may be replaced when staff determines that significant maintenance/safety issues warrant replacement. It has been determined that the District's 2000 Toyota Tacoma extended cab is in need of replacement.

#### **Background:**

The vehicle to be replaced is over 15 years old with over 155,000 miles and is starting to show its age. Over the life of this vehicle its primary use has been off-road on rough non-paved surfaces at both Owens and Mono Lakes. Bids were solicited according to the District's Purchasing, Bidding and Contracting Policy. The bid opening took place, as scheduled Thursday, June 30, 2016 at 3:00 p.m. at the Bishop office.

The District staff ran bid announcements in three papers requesting bids for the following vehicle:

2016-V2 One new 2015 or 2016 high-clearance 4- door, 4-wheel drive sport utility vehicle

Publication: Inyo Register

Publication Dates: June, 4,7,9,11 2016

Publication: The Sheet

Publication Dates: June 11, 18 2016

Publication: Tahoe Daily Tribune

Publication Dates: June 8,10,11,15,18 2016

Staff also contacted the following six dealerships:

Reno Toyota, Reno, NV

Carson City Toyota, Carson City, NV\*

Toyota of San Bernardino, San Bernardino, CA

Approve the Transfer of Funds from Capital Asset Reserves and Approve the Purchase of one (1) New 2016 High-clearance 4 Door 4 Wheel Drive Sports Utility Vehicle in the Amount of \$35,117.39 (Action)

July 13, 2016 – Agenda Item No. 4h – Page 1

Bill Wright Toyota, Bakersfield, CA  
Sierra Toyota, Lancaster, CA  
Perry Motors Inc., Bishop, CA\*

Bids were received from the two starred (\*) bidders and were opened June 30, 2016 at 3:00 p.m. at the Bishop office per the bid specifications. All bids for appeared compliant and met District specifications. The bids are listed below:

For 2016-V2:                      Perry Motors Inc., 2016 Toyota 4 Runner, \$35,117.39  
   Carson City Toyota, 2016 Toyota 4 Runner, \$37,616.91  
   Carson City Toyota, 2016 Toyota 4 Runner, \$38,120.11

**Fiscal Impact** – The funds for the purchase are available in the District’s SB 270 III.B. – Vehicles and ATVs and the District’s SB 270 capital asset reserve vehicle and ATV budget of \$35,000 and \$15,000 respectively.

**BOARD ACTION**

Approve the transfer of funds from capital asset reserves and approve the purchase of one (1) new 2016 high – clearance 4 door, 4 wheel drive sport utility vehicle in the amount of \$35,117.39 from Perry Motors Inc., Bishop, Ca

Should staff find, upon inspection, find that any of the vehicles do not meet District specifications, staff recommends the Board authorize the Air Pollution Control Officer to reject that bid and to accept the next lowest qualifying bid, pending verification of the vehicle meeting District specifications, and so on, until the pool of qualifying bids and vehicles is exhausted.

Approve the Transfer of Funds from Capital Asset Reserves and Approve the Purchase of one (1) New 2016 High-clearance 4 Door 4 Wheel Drive Sports Utility Vehicle in the Amount of \$35,117.39 (Action)

July 13, 2016 – Agenda Item No. 4h – Page 2

# GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Suite 6,  
**BISHOP, CALIFORNIA 93514**  
(760) 872-8211, fax (760) 872-6109

**BID NUMBER 2016-V2: One (1) Qualifying New 2015/16 High-Clearance 4-door  
4-Wheel Drive Sport Utility Vehicles**

BIDS AND MATERIALS  
TO BE DELIVERED TO:

**GREAT BASIN UNIFIED  
AIR POLLUTION CONTROL DISTRICT  
157 Short Street, Suite 6  
Bishop, CA 93514**

BIDS WILL BE OPENED: **June 30, 2016 3:00 p.m.**

DIRECT QUESTIONS TO: **Mr. Nik Barbieri, (760) 876-1803**

Prices will be quoted FOB Destination unless otherwise stated. Make your bid or quotations in the space provided on the attached sheets.

**IMPORTANT:** Bid must be sealed with bid number as indicated above on the outside of envelope. **No faxed or e-mailed bids will be accepted.** Read the Instructions and Conditions carefully before making your Bid or Quotation. References to "District" in this document shall mean the Great Basin Unified Air Pollution Control District.

## INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures are permitted. Mistakes may be crossed out with corrections made adjacent and initialed in ink by the person signing the quotation.
2. State the brand or make on each item. If you are quoting on the articles exactly as specified, the words "or equal" must be stricken out by the bidder and initialed. If you are quoting on another make, model, or brand, the manufacturer's name and catalog number must be given with descriptive information and attached to the quotations.
3. Price should be stated in units specified herein.
4. Each quotation must be in a separately sealed envelope with bid number on the outside. It must be submitted to the District's Bishop Office, not later than the hour and day specified herein, at which time it will be publicly opened and read.

Approve the Transfer of Funds from Capital Asset Reserves and Approve the Purchase of one (1) New 2016 High-clearance 4 Door 4 Wheel Drive Sports Utility Vehicle in the Amount of \$35,117.39 (Action)

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5. Time of delivery is a part of the consideration and MUST BE stated in definite terms and adhered to. If the time varies on different items, the bidder shall so state.
6. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
7. No charge for packing, shipping, or for any other purpose will be allowed over and above the prices quoted on this sheet.
8. Contracts and/or purchase orders will be made or entered into with the lowest responsible bidder meeting the specifications. Where more than one item is specified, the District reserves the right to determine the low bidder either on the basis of individual items or on the basis of all items included in the Instructions and Conditions.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations or any part thereof, either separately or as a whole, or to waive any inconformity in a bid.
10. In case of default by the vendor, the District may procure the articles or service from other sources.
11. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery which do not meet the specifications will be the responsibility of the vendor.
12. The vendor shall hold the District, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this quotation.
13. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
14. Verify your quotations before submission as they cannot be withdrawn or corrected, after being opened.
15. Return all sheets of the bid package whether or not you quote a price. If you do not quote, state your reason or your name may be removed from the mailing list.
16. Amounts paid for transportation of property to the District are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as the Great Basin Unified Air Pollution Control District, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.

Approve the Transfer of Funds from Capital Asset Reserves and Approve the Purchase of one (1) New 2016 High-clearance 4 Door 4 Wheel Drive Sports Utility Vehicle in the Amount of \$35,117.39 (Action)

July 13, 2016 – Agenda Item No. 4h – Page 4



**THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING BID:**

TO THE GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT:

We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated, subject to the Instructions and Conditions set forth in this bid.

COMPANY NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE NO. \_\_\_\_\_

BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATED AT \_\_\_\_\_

ON \_\_\_\_\_, 2016

Approve the Transfer of Funds from Capital Asset Reserves and Approve the Purchase of one (1) New 2016 High-clearance 4 Door 4 Wheel Drive Sports Utility Vehicle in the Amount of \$35,117.39 (Action)

July 13, 2016 – Agenda Item No. 4h – Page 5

**Specifications for Bid Number 2016-V2  
Great Basin Unified Air Pollution Control District  
Request for Bids for One (1) Motor Vehicle**

**Vehicle type:** One (1) New High-Clearance 4-Door 4-Wheel-Drive Sport Utility Vehicle  
**Model year:** 2015, 2016  
**General Description:** 4-Wheel Drive, 4-Door, Station Wagon-type Vehicle

**Detailed Specifications:**

Engine Type = V6  
Minimum horsepower = 260  
Minimum torque = 270 ft-lbs  
Minimum ground clearance = 8 inches to transfer case and differential(s)  
Minimum highway range\* = 300 miles  
Tow specifications: Minimum trailer weight: 3500 lbs    Minimum tongue load: 350 lbs

\*Note: Highway range will be calculated by multiplying the fuel tank capacity by the EPA estimated highway miles per gallon fuel efficiency.

**Vehicle shall come equipped with:**

- 4-wheel drive
- 4-doors
- Automatic transmission
- 2-speed transfer case (manual or automatic)
- Limited slip differential
- Power steering
- Power brakes
- Front and rear bumpers
- Skid plates
- Full-size spare tire
- Towing package, including Class III towing hitch with 7-pin wire harness outlet
- Ventilation system that allows outside air to be cut off ("recirc")
- Cruise control
- Power windows and door locks
- Tilt steering wheel
- Driver's seat adjustable lumbar support
- Air conditioning
- Tinted glass
- Intermittent windshield wipers
- Rear window wiper
- Roof luggage rack, 100 lbs. minimum capacity
- Dash instruments/indicators: speed, tachometer, fuel level, oil pressure, coolant temperature, voltage
- Backup camera
- AM/FM radio/CD player
- Cloth seats

Approve the Transfer of Funds from Capital Asset Reserves and Approve the Purchase of one (1) New 2016 High-clearance 4 Door 4 Wheel Drive Sports Utility Vehicle in the Amount of \$35,117.39 (Action)

July 13, 2016 – Agenda Item No. 4h – Page 6

Heavy duty vinyl floor mats  
Off-road mud and snow tires  
Acceptable colors: any light color (e.g. white, tan, silver, etc.)  
5-year/60,000 mile powertrain warranty

**Special Requirements:**

- 1) The vehicle must have a reliability summary rating of average or better for the model years 2011 and 2012 as rated on the *Consumer Reports* website (available on request).
- 2) There must be local warranty service available within 50 miles of the District's Bishop office for a vehicle to qualify for purchase.
- 3) The vehicle must meet or exceed all Federal safety standards and criteria.

The District has determined that the following vehicles meet the aforementioned criteria:

Toyota 4Runner, 4x4, V6

Great Basin Unified Air Pollution Control District has a Toyota Fleet Account: GE160

If a bidder believes a vehicle other than those listed above meet the District's criteria, they may contact the District for a determination regarding that vehicle.

All determinations made by the District regarding these special requirements shall be final.

Approve the Transfer of Funds from Capital Asset Reserves and Approve the Purchase of one (1) New 2016 High-clearance 4 Door 4 Wheel Drive Sports Utility Vehicle in the Amount of \$35,117.39 (Action)

July 13, 2016 – Agenda Item No. 4h – Page 7

**Bid Form for Bid Number 2016-V2  
Great Basin Unified Air Pollution Control District  
Request for Bid for One (1) New 2015 or 2016 Qualifying High-Clearance 4-Door,  
4-Wheel Drive Sport Utility Vehicle**

**Vehicle No. One**

Name of Bidder: \_\_\_\_\_

Vehicle Brand(s): \_\_\_\_\_

Vehicle Model(s): \_\_\_\_\_

Option or Accessory Package(s): \_\_\_\_\_

\_\_\_\_\_

Total Vehicle Price for **ONE (1) VEHICLE** Delivered to District office in Bishop, CA, **Including Tax**, License, and All Applicable Government Vehicle Fees for the vehicle.

Amount: \$ \_\_\_\_\_ (Figures)

\_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (Words)

Delivery Date for the Vehicle: \_\_\_\_\_ (Delivery date may be stated  
in terms of days after award of bid by District)

Approve the Transfer of Funds from Capital Asset Reserves and Approve the Purchase of one (1) New 2016 High-clearance 4 Door 4 Wheel Drive Sports Utility Vehicle in the Amount of \$35,117.39 (Action)

July 13, 2016 – Agenda Item No. 4h – Page 8

**GREAT BASIN UNIFIED  
AIR POLLUTION CONTROL DISTRICT  
REQUEST FOR BIDS**

**Bid Number 2016-V2**

**One (1) New 2015 or 2016 High-Clearance 4-Door 4-Wheel-Drive Sport Utility Vehicle**

The Clerk of the Board is requesting bids for: one (1) new 2015 or 2016 model high-clearance 4-door 4-wheel drive sport utility vehicle with high and low-range 4-wheel drive capability.

Sealed bids will be accepted until 3:00 p.m. on Thursday June 30, 2016 at which time all bids received will be opened.

For detailed specifications, bid information and special requirements, contact the Clerk of the Board by telephone at (760) 872-8211, in person, or by mail at 157 Short Street, Bishop, California 93514, or at the District's website, [www.gbuapcd.org](http://www.gbuapcd.org), under What's New. Questions regarding this request for bids should be directed to Mr. Nik Barbieri at the above address and phone number.

Publication: Inyo Register,  
Publication Dates: June 4,7,9,11 2016

Publication: The Sheet  
Publication Dates: June 11 and 18 2016

Publication: Tahoe Daily Tribune  
Publication Dates: June 8,10,11,15,17,18 2016

Approve the Transfer of Funds from Capital Asset Reserves and Approve the Purchase of one (1) New 2016 High-clearance 4 Door 4 Wheel Drive Sports Utility Vehicle in the Amount of \$35,117.39 (Action)  
July 13, 2016 – Agenda Item No. 4h – Page 9

# GREAT BASIN

## PURCHASE ORDER

Unified Air Pollution Control District Purchase Order No.

9042

157 Short Street  
Bishop, California 93514

This number must appear on all related correspondence & invoices.

760-872-8211 Fax: 760-872-6109

Federal Tax ID No. 43-2106258

Vendor:

Name

Company Perry Motors, Inc.

Address 310 S. Main St

City/State/Zip Bishop, Ca 93514

Phone 1 (760) 872-4141

Acct. No.

Reference

Ship to:

Name Nik Barbieri

Company Great Basin Unified Air Poll. Ctrl. Dist.

Address 190 Cerro Gordo

City / State / Zip Keeler, Ca 93530

Phone (760) 876-1803 Fax: (760) 876-8174

Ship Via

Terms Net 30

P.O. Date: 13-Jul-16

Date Required: ASAP

Quantity	Units	Description	Unit Price	TOTAL
1	Unit	2016 Toyota 4 Runner 4WD V6	\$32,508.00	\$32,508.00

SubTotal \$32,508.00

Fee \$8.75

Taxes: Rate: 8.00% \$2,600.64

**TOTAL\* \$35,117.39**

Ordered By: Nik Barbieri

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

**\* Purchase Orders totaling \$500.00 or more must first be:**  
(1) Submitted to the Projects Manager (original + 1 copy); and  
(2) Approved and signed by the APCO prior to ordering.

**BUDGET:** Task # or budget category:

SB 270 100% SB 270 III.B and capital asse  
reserve Vehicle/ ATV

SB270 \_\_\_\_\_

Geotherm \_\_\_\_\_ Monitoring

\_\_\_\_\_ Reviewed for PBC Policy (Kiddoo)

\_\_\_\_\_ Budget Log (S. Cash)

\_\_\_\_\_ Fiscal Services (P. Gilpin)

00 Purchase Order (Excel) 1/29/99

9042



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

### Board Report

**Mtg. Date:** July 13, 2016  
**To:** District Governing Board  
**From:** Nik Barbieri, Director of Technical Services  
**Subject:** Approve Purchase Orders with Sensit Inc. and Campbell Scientific Inc.

---

The 2016-2017 SB 270 Projects Budget contains funds for maintaining and upgrading the existing Dust ID monitoring networks on Owens and Mono Lakes. The attached purchase orders are for electronic equipment to monitor sand motion (flux) on the dry lakebeds. The equipment included in PO 9040 and 9041 is needed to upgrade and maintain existing sites. The new radio equipment will replace antiquated equipment currently being used on the lake. The total replacement of all older equipment will take time and will be gradually done over the next few years as the older equipment begins to fail.

The District's Dust ID Program determines where and when sand motion occurs on the dried Owens and Mono lakebeds. The District currently has a Sensit network consisting of over 175 Sensit and metrological sites on the Owens playa collecting information 24 hours a day 7 days a week. Each site is solar powered and is capable of storing, and sending data via radio to the office in Keeler. The District also operates ten Sensit sites on the north shore of Mono Lake. These sites do not have radio equipment, but is planning to upgrade these sites during the summer. Having radio communication established at the Mono Sensit network will enable staff to keep better tabs on the status of the sites, and increase data quality and help prioritize staff time. Purchase Order #9039 is for the purchase of 20 Sensits from Sensit Inc. Purchase order #9040 is for the purchase of radio, equipment from Campbell Scientific. Copies of the purchase orders are attached. Campbell Scientific equipment are rugged and are designed to withstand the harsh conditions on the lakebed. The District Board has previously designated both Sensit Inc. and Campbell Scientific Inc. as sole source providers.

#### Fiscal Impact:

The funds for this purchase order have been budgeted in the SB270 Dust ID Program for 2016-2017. Purchase order #9040 and #9041 will come from SB270 Budget, Items II.I.-4.

#### Board Action:

District staff recommends that the Governing Board approve the attached purchase orders with Sensit Inc. (#9040) and Campbell Scientific Inc. (#9041) for maintenance of Sensit sites, in the total amount of \$62,021.20 and authorize the Board Chair to sign the purchase orders.

Approve Purchase Orders with Campbell Scientific and Sensit Company for the Total Amount of \$62,021.20 for the Purchase of Sand Motion Monitors and Radios for the Owens Lake and Mono Lake Dust ID Networks (Action)

July 13, 2016 – Agenda Item No. 4i – Page 1

# PURCHASE ORDER

**Unified Air Pollution Control District Purchase Order No.**

9040

**157 Short Street  
Bishop, California 93514**

This number must appear on all related correspondence & invoices.

**760-872-8211 Fax: 760-872-6109**

**Federal Tax ID No. 43-2106258**

Vendor:		Ship to:	
Name		Name	Nik Barbieri
Company	Sensit Inc	Company	Great Basin Unified Air Poll. Ctrl. Dist.
Address	1652 Plum Ln. Suite 106	Address	190 Cerro Gordo
City/State/Zip	Redlands, CA 92374	City / State / Zip	Keeler, Ca 93530
Phone	(909) 793-5816	Phone	(760) 876-1803 Fax: (760) 876 8174
Acct. No.		Ship Via	
Reference		Terms	Net 30

**P.O. Date:** 13-Jul-16

**Date Required:** ASAP

Quantity	Units	Description	Unit Price	TOTAL
20	Units	Sensit Model H14-LIN	\$1,945.00	\$38,900.00

SubTotal	\$38,900.00
----------	-------------

Shipping & Handling (estimate)	\$550.00
--------------------------------	----------

Taxes: Rate:	8.00%	\$3,112.00
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<b>TOTAL*</b>	<b>\$42,562.00</b>
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**Ordered By:** Nik Barbieri

**Approved:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\* Purchase Orders totaling \$500.00 or more must first be:**

- (1) Submitted to the Projects Manager (original + 1 copy); and
- (2) Approved and signed by the APCO prior to ordering.

00 Purchase Order (Excel) 1/29/99

9040

<b><u>BUDGET:</u></b>	<b><u>Task # or budget category:</u></b>
SB 270 _____ 100%	SB270 II.I-4
_____	
Geotherm _____	Monitoring

_____ Reviewed for PBC Policy (P. Kiddoo)
_____ Budget Log (S. Cash)
_____ Fiscal Services (Gilpin)



# GREAT BASIN

## PURCHASE ORDER

Unified Air Pollution Control District Purchase Order No.

9041

157 Short Street  
Bishop, California 93514

This number must appear on all related correspondence & invoices.

760-872-8211 Fax: 760-872-6109

Federal Tax ID No. 43-2106258

Vendor:

Name

Company Campbell Scientific Inc.

Address 815 W. 1800 N

City/State/Zip Logan, Utah 84321-1784

Phone (435) 753-2342 Fax (435) 750-9540

Acct. No. 41761

Reference

Ship to:

Name Nik Barbieri

Company Great Basin Unified Air Poll. Ctrl. Dist.

Address 190 Cerro Gordo

City / State / Zip Keeler, Ca 93530

Phone (760) 876-1803 Fax: (760) 876-8174

Ship Via

Terms Net 30

P.O. Date: 13-Jul-16

Date Required: ASAP

Quantity	Units	Description	Unit Price	TOTAL
20	Units	RF323-M1 Ritron Radio (453.7625)	\$557.00	\$11,140.00
20	Units	RF500M-ST-SW-PB-J1 Modem	\$330.00	\$6,600.00

SubTotal \$17,740.00

Shipping & Handling (estimate) \$300.00

Taxes: Rate: 8.00% \$1,419.20

**TOTAL\* \$19,459.20**

Ordered By: Nik Barbieri

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

**\* Purchase Orders totaling \$500.00 or more must first be:**  
(1) Submitted to the Projects Manager (original + 1 copy); and  
(2) Approved and signed by the APCO prior to ordering.

**BUDGET:** Task # or budget category:

SB 270 100% SB270 II.I-4

SB270 \_\_\_\_\_

Geotherm \_\_\_\_\_ Monitoring

\_\_\_\_\_ Reviewed for PBC Policy (Kiddoo)

\_\_\_\_\_ Budget Log (S. Cash)

\_\_\_\_\_ Fiscal Services (P. Gilpin)

00 Purchase Order (Excel) 1/29/99

9041



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537  
Tel: 760-872-8211 Fax: 760-872-6109

### BOARD REPORT

**Mtg. Date:** July 13, 2016

**To:** Governing Board

**From:** Tori DeHaven, Clerk of the Board

**Subject:** Travel Report

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**Summary:**

Phill Kiddoo	May 23 - 25	*CAPCOA Spring Conference	Squaw Valley, CA
Phill Kiddoo Chris Lanane Grace Holder Nik Barbieri	June 26 – 29	2016 Clean Air Excellence Award	Washington, DC
Kim Mitchell	June 28 – July 1	*ESRI User Conference	San Diego, CA

*\*CAPCOA: California Air Pollution Control Officer's Association*

*\*ESRI: supplier of GIS Mapping Software*

**BOARD ACTION:**

None. Information only.

Informational Items – Travel Report (No Action)  
July 13, 2016 – Agenda Item No. 5a – Page 1



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

### BOARD REPORT

**Mtg. Date:** July 13, 2016

**To:** District Governing Board

**From:** Tori DeHaven, Permit Coordinator/Board Clerk

**Subject:** Permit Enforcement Activity Report

---

The permit database is maintained by the Permit Coordinator. Information collected from the Air Quality Specialists, Air Pollution Control Officer and Deputy Air Pollution Control Officer is entered upon receipt. The data and reports are discussed regularly in permit enforcement meetings. Data collected as of June 30, 2016, is as follows:

#### 4th Qtr. Permit Activity: April 1, 2015 – June 30, 2015

Permit Applications Received	2
Authority to Construct Issued	0
Temporary/Permits to Operate Issued	1
Permit Inspections	30
Notices of Violation Issued	1

#### 4th Qtr. Permit Activity: April 1, 2016 – June 30, 2016

Permit Applications Received	4
Authority to Construct Issued	2
Temporary/Permits to Operate Issued	5
Permit Inspections	17
Notices of Violation Issued	1

#### Open Notices of Violation

Inyo County	Mono County	Alpine County
7	0	0

#### **BOARD ACTION**

None. Information only.

Informational Items - Permit Enforcement Activity Report (No Action)

July 13, 2016 - Agenda Item No. 5b - Page 1



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537  
Tel: 760-872-8211 Fax: 760-872-6109

### BOARD REPORT

**Mtg. Date:** July 13, 2016

**To:** District Governing Board

**From:** Ann Piersall, Air Monitoring Technician II

**Subject:** May 2016 Eastern Sierra Bike Month Challenge Report

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#### Summary:

In May 2016, Great Basin Unified Air Pollution Control District, along with other local agencies and community partners, organized the Eastern Sierra Bike Month Challenge. Bike Month is a national event that occurs every May to promote biking for transportation, fun and fitness. The planning committee for the local challenge was led by GBUAPCD and included Toiyabe Indian Health Project, Inyo County Health and Human Services Public Health and Prevention Division, Caltrans, Inyo National Forest and City of Bishop staff. For the second year in a row, the Eastern Sierra Bike Month Challenge invited all residents of Inyo, Mono and Alpine counties to participate in the challenge by logging miles for biking or walking through an online platform, The National Bike Challenge.

The local Bike Month challenge had 84 active participants riding at total of 9,213 miles in the month of May. Over 2,400 of those miles were for transportation. GBUAPCD presented awards for Bike Month on June 2<sup>nd</sup> at the Caltrans District 9 office with Caltrans District 9 Director Brent Green presiding over the ceremony. GBUAPCD lost the agency award from last year passing it onto Toiyabe Indian Health Project for highest percent employee participation (17 employees) and the most agency transportation miles ridden (583 miles). David German of the Dept. of Fish and Wildlife won the individual award for most transportation miles ridden (+250 miles) and most days ridden.

In addition to the local challenge, the District has been promoting biking as transportation by distributing bike lights. During Bike Month, bike lights were distributed to agencies, residents and schools including Bishop Elementary, Home Street Middle School, Bishop Union High School, Mammoth High School and Diamond Valley Elementary in Markleeville.

The District looks forward to continuing and expanding Bike Month in the future.



HEALTHY PEOPLE. CLEAN AIR. VIBRANT COMMUNITIES.



Above: The 2016 Bike Month Poster created by GBUPACD highlighted locals riding for transportation and recreation.



Above: The 2016 Bike Month Awards ceremony at Caltrans District 9 office



Above: Erin Noesser with the USFS promotes bike safety at Bishop Elementary on Bike to School Day on May 4<sup>th</sup>, 2016.



Above: Phill Kiddoo, hands out bike lights at Home Street Middle School this past winter.



Above: Great Basin UAPCD employees on Bike to Work Day on May 20, 2016.

Informational Items - May 2016 Local Bike Month Challenge Report (No Action)  
July 13, 2016 – Agenda Item No. 5c – Page 2

<b>2016 Challenge Statistics</b>	
# Active Riders 2016	84
# of Riders 2015 and 2016	192
Total Miles Ridden	9,213 miles
Transportation Miles	2,396 miles
Pounds of CO2 Saved	5196 lbs
Dollars Saved	\$8,276
Calories Burned	470,600 calories



<b>Agency</b>	<b># Active Riders</b>	<b>Transportation Miles</b>	<b>Total Miles</b>	<b># Days Ridden</b>
CA Dept Fish and Wildlife	3	298	583	48
Caltrans District 9	13	428	1156	132
Great Basin UAPCD	7	62	121	27
Inyo County	2	125	131	31
Inyo National Forest	6	296	450	62
LADWP	3	72	330	43
Mammoth Hospital	4	12	591	23
Northern Inyo Hospital	6	170	1308	56
Toiyabe Indian Health Project, Inc	17	583	1481	271
Alpine County	2	37	106	9
Mammoth Mountain	2	23	165	9

**Board Action:** None. Informational only.

Informational Items - May 2016 Local Bike Month Challenge Report (No Action)  
July 13, 2016 – Agenda Item No. 5c – Page 3



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537  
Tel: 760-872-8211 Fax: 760-872-6109

### BOARD REPORT

**Mtg. Date:** July 13, 2016

**Date Prepared:** June 23, 2016

**To:** District Governing Board

**From:** Chris Lanane, Air Monitoring Specialist

**Subject:** 2016 Annual Air Quality Monitoring Network Plan

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#### Summary:

Federal regulations require an annual review of the District's ambient air monitoring network plan as a means to identify needs for additions, relocations, or terminations of monitoring stations or instrumentation. The attached District Annual Air Quality Monitoring Network Plan (AMNP) provides detailed information about the District's monitoring network for 2016. Typically, the State of California Air Resources Board (ARB) incorporates the District's monitoring network into their statewide annual network plan as well. Inclusion of the District's network in the ARB plan does not preclude the District from producing a plan of its own. District staff has produced this plan that provides more specific detail regarding the District's monitoring network than the general ARB plan.

The District made the plan available for public inspection and comment beginning June 11, 2016, for the 30-day statutory public inspection period in accordance with Title 40 of the Code of Federal Regulations, Part 58.10. Legal notices were published in the Inyo Register, the Sheet, and in the Tahoe Daily Tribune on or before June 11, 2016. The document was available on the District's website and at the District's Bishop office for inspection June 9, 2016. The public inspection period will close on July 13, 2016, at the conclusion of this agenda item. As required by regulation, all comments received by that time will be submitted to the US EPA Region IX Administrator along with the Network Plan.

#### Fiscal Impact:

None.

#### Board Action:

Staff recommends the Board adopt the District's 2016 Annual Air Quality Monitoring Network Plan for submission to the US EPA Region IX administrator for approval.

#### Attachments:

- 2016 Annual Air Quality Monitoring Network Plan (electronic copies provided, paper available)
- LADWP Comments on the 2016 Annual Air Quality Monitoring Network Plan
- District Response to LADWP Comments on the 2016 Annual Air Quality Monitoring Network Plan

2016 Great Basin APCD Air Quality Monitoring Network Plan for Air Monitoring Efforts in the District (Action)  
July 13, 2016 – Agenda Item No. 6 – Page 1



ERIC GARCETTI  
*Mayor*

Commission  
MEL LEVINE, *President*  
WILLIAM W. FUNDERBURK JR., *Vice President*  
JILL BANKS BARAD  
MICHAEL F. FLEMING  
CHRISTINA E. NOONAN  
BARBARA E. MOSCHOS, *Secretary*

MARCIE L. EDWARDS  
*General Manager*

June 27, 2016

Mr. Phillip L. Kiddoo  
Air Pollution Control Officer  
Great Basin Unified Air Pollution Control District  
157 Short Street  
Bishop, California 93514-3537

Dear Mr. Kiddoo:

Subject: Review of 2016 Annual Air Quality Monitoring Network Plan

Thank you for the opportunity to review and provide comments on the Great Basin Unified Air Pollution Control District's (District) 2016 Air Quality Monitoring Network Plan (2016 AMNP).

The Los Angeles Department Water and Power's (LADWP) comments on the 2016 AMNP are presented below.

#### General Comments

- Quality Assurance Project Plan:
  - The 2016 AMNP states that the District's monitoring stations are currently being operated and maintained as a part of the California Air Resources Board's (ARB) Primary Quality Assurance Organizations (PQAO), with the District operating under ARB's USEPA (United States Environmental Protection Agency)-approved Quality Assurance Program (QAP). However, given that not all equipment operated as part of the Owens Lake monitoring network is covered under this QAP, a separate Quality Assurance Project Plan (QAPP) approved by the USEPA is required per Title 40 of the Code of Federal Regulations, Part 58, Appendix A (40 CFR, § 58.11(a)(1)). Although the District has indicated that an independent QAPP was submitted for review to the USEPA in 2013, no mention of this QAPP or its review status is made in the 2016 AMNP. Moreover, based on current USEPA listings, such a QAPP has not been approved by the USEPA. Likewise, the California ARB website makes no mention of an approved QAPP for particulate matter with

**Los Angeles Aqueduct Centennial Celebrating 100 Years of Water 1913-2013**

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Telephone: (213) 367-4211 www.LADWP.com



an aerodynamic diameter equal to or less than 10 microns (PM<sub>10</sub>) monitoring and other components of the Dust Identification Program.

- Inclusion of Discontinued Stations:
  - The 2016 AMNP provides information on stations that were discontinued years ago (for example, T4, T23, Simis Residence). The 2016 AMNP should mainly focus on currently active stations, rather than stations that were discontinued almost eight years ago.
- Non-Updated Portions of the 2016 AMNP (throughout):
  - The 2016 AMNP text states: *"Please note that all highlighted text indicates additions and/or revisions of the information contained in the 2015 AMNP."* However, a significant portion of the highlighted text in the 2016 plan is identical to the text in the 2015 AMNP and does not reflect any additions and/or revisions as stated. Examples include the description of the 2013 flash floods near Coso Junction (page 18), and Appendix B (NCore<sup>1</sup> plan).
  - The yellow-highlighted sections need to be reviewed and updated to reflect changes from the 2015 AMNP only.

#### Specific Comments

- Page 2, 1st Paragraph, 2nd Sentence; and Page 21, 2nd Paragraph:  
Inconsistent Number of Nonattainment Areas:
  - There appears to be inconsistencies in regard to the number of nonattainment areas mentioned in the following text:
    - *"...attainment plans for the two remaining nonattainment areas in the District and in verifying compliance with the PM<sub>10</sub> standard in the attainment areas, the Coso Junction Maintenance Area and the Mammoth Lakes Planning Area."*
    - *"The District is also required to operate at least one monitor in each of the three (3) PM<sub>10</sub> nonattainment areas and in the one (1) attainment area (the Coso Junction Area was designated attainment in October 2010)."*

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<sup>1</sup> National Core Multi-pollutant Monitoring Station

- Page 4, Figure 2, and Page 15, Figure 4: Discontinued Monitors in Maps:
  - The maps on these pages include five PM<sub>10</sub> monitors located at T12-1 Dust Control Area. All of these monitors were discontinued in July 2015 and deployed elsewhere on Owens Lake. These special-purpose monitors are not mentioned anywhere else in the 2016 AMNP and should be removed from the maps.
- Page 7, Table 2; Page 8, Table 3; and Text References: Criteria Pollutant Monitoring Objectives and Spatial Scales:
  - The spatial scale and monitoring purpose for the Mill Site monitor is inconsistent between these tables. For example, Table 2 indicates that the Olancha site is a Source Impact site. However, the text on page 13 indicates that it is a population-oriented site. This discrepancy should be fixed.
- Page 7, Table 2: Criteria Pollutant Monitoring Objectives and Spatial Scales:
  - The tracking of Owens Lake emissions (located more than 20 miles away) is inconsistent with the designation of the Coso Junction monitor as a Neighborhood Scale monitor (see comment on 2016 AMNP page 18).
- Page 8, Table 3; Page 13; and Page B4: Criteria Pollutant Monitoring Purposes:
  - The NCore site is designated as "Regional Scale" on pages 8 and 13 of the 2016 AMNP, but is considered "Neighborhood Scale" and not "Regional Scale" on page B4 of the 2016 AMNP.
- Page 11, 6th paragraph from top: Collocated PM<sub>10</sub> Monitoring at Keeler:
  - The 2016 AMNP text states: *"Typical hourly average PM<sub>10</sub> comparisons at the Keeler station range between 92 and 95% between the collocated continuous PM<sub>10</sub> monitors."* It is unclear how this comparative statistic was calculated. Clarification is requested.
- Page 13, 2nd paragraph from top: Instrument Discrepancies:
  - The number of LADWP sand flux sites is greater than 36. There is a number discrepancy on the District's cameras. The 2016 AMNP text states: *"and eleven (13) camera stations..."*

- Page 17, 2nd paragraph: Portable PM<sub>10</sub> Monitoring:
  - The 2016 AMNP text states: *"Most recently these stations have been in operation at the Boulder Creek RV Park (on line power) and Duck Pond stations around Owens Lake."* Both of these stations are indicated on the maps in the 2016 AMNP. However, the text indicates that both monitors were relocated in early 2015 to Keeler and the White Mountain Research Center. The text, and the corresponding maps, should focus on where the portable monitors were located during the majority of 2015 and where the District has deployed (and is planning to deploy) these monitors in 2016.
- Page 18, Coso Junction Silt Impacts:
  - The 2016 AMNP mentions the presence of silt impacts at the Coso Junction monitor, but elsewhere it states that the purpose of the Coso Junction monitor is to evaluate pollutant transport from Owens Lake. Silt deposits are found all around the Coso Junction monitor, including some in the direction of Owens Lake (Page 18, Figure 6, Coso Junction Silt Deposition Area). Currently, there are no mechanisms to separate the local, silt-driven impacts from those produced by Owens Lake much farther away. Please clarify how this might be addressed.
- Page 21, 1st Paragraph: Section 6 includes Design Concentration placeholder but does not include values.
- Site Reports, Appendix A, Lone Pine Filter Dynamics Measurement System (FDMS):
  - The District's 2016 Owens Valley Planning Area PM<sub>10</sub> Demonstration of Attainment State Implementation Plan (2016 SIP) and Board Order call for the use of "shoreline and near-shore PM<sub>10</sub> monitors." The 2016 SIP defines "shoreline and near-shore PM<sub>10</sub> monitor" as "...a fixed or portable USEPA-approved Federal Reference Method or Equivalent Method PM<sub>10</sub> Monitor located approximately on the 3600-foot elevation." Appendix A of the 2016 AMNP states that the Lone Pine FDMS is "not a reference monitor." The Lone Pine FDMS is not a Federal Equivalent Monitor, either. The District's use of the data from the Lone Pine PM<sub>10</sub> monitor appears to be inconsistent with the 2016 SIP requirements. Hence, the Lone Pine PM<sub>10</sub> monitors may need to be excluded from the District's State and Local Air Monitoring Station network, which requires the use of reference, equivalent, or approved

Mr. Phillip L. Kiddoo  
Page 5  
June 27, 2016

methods per Title 40 of the Code of Federal Regulations, Part 58,  
Appendix A, § 1.1(c).

If you have any questions, please contact me at (213) 367-1138 or Ms. Jennifer F. Wong, Supervisor of Regulatory Compliance and Special Studies, at (213) 367-0449.

Sincerely,



Milad Taghavi  
Manager of Owens Lake Policy and Planning

MT:jem  
c: Ms. Jennifer F. Wong

Phillip L. Kiddoo  
Air Pollution Control Officer



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short St. - Bishop, CA 93514  
(760) 872-8211, Fax (760) 872-6109

July 5, 2016

Mr. Milad Taghavi  
City of Los Angeles  
Department of Water and Power  
P. O. Box 51111  
Los Angeles, California 90051-5700

Re: Comments on the Great Basin Unified Air Pollution Control District's Draft 2016 Annual Air Quality Monitoring Network Plan

Dear Mr. Taghavi:

Thank you for submitting comments on behalf of the Los Angeles Department of Water and Power (LADWP) dated June 27, 2016 regarding the Great Basin Unified Air Pollution Control District's (District's) Draft 2016 Annual Air Quality Monitoring Network Plan (AMNP). District staff has carefully considered the LADWP's comments and the District's responses are presented below. The LADWP's comments and the District's responses to them will be submitted, along with the Revised 2016 AMNP, to the EPA IX administrator for his consideration.

1. LADWP Comment: "Quality Assurance Project Plan: The 2016 AMNP states that the District's monitoring stations are currently being operated and maintained as a part of the California Air Resources Board's (ARB) Primary Quality Assurance Organizations (sic) (PQAO), with the District operating under ARB's USEPA (United States Environmental Protection Agency)-approved Quality Assurance Program (QAP). However, given that not all equipment operated as part of the Owens Lake monitoring network is covered under this QAP, a separate Quality Assurance Project Plan (QAPP) is required per Title 40 of the Code of Federal Regulations, Part 58, Appendix A (sic) (40 C.F.R., Section 58.11(a)(1))."

District Response: The District has always operated its PM10 and PM2.5 monitoring network under an EPA-approved QAPP, and, as quoted from the 2016 AMNP above, operates under the California Air Resources Board's (CARB) Quality Assurance Program, as approved by EPA. CARB is the District's Primary Quality Assurance Organization (PQAO) as defined in 40 CFR 58.1. The regulation cited by the LADWP (40 C.F.R., Section 58.11(a)(1)) states, "State and local governments shall follow the applicable quality assurance criteria contained in Appendix A to this part when operating

the SLAMS network.” There are no criteria in the regulation that address monitoring equipment of the type used by the District in the Dust ID network, however, an extensive quality assurance program for the operation of the network is contained in Section 8 of the 2008 Owens Valley Planning Area (OVPA) State Implementation Plan (SIP) and in Section 7 of the 2016 SIP.

LADWP brought this same concern to the 2011 SCRD hearing before the CARB Executive Officer. CARB determined that the CARB QAP, under which the District operates, adequately addressed the requirements for a QAPP for the District. The CARB Hearing Officer stated in his decision, “I find no substantial evidence in the record to support the City’s arguments regarding the monitoring data used by the District but do find substantial evidence to support the District’s use of the monitoring data.” (State of California Air Resources Board, Decision and Findings of the California Air Resources Board, in the Matter of: The Owens Lake Dust Control Revised Final 2011 Supplemental Control Requirements Determination Issued by Great Basin Unified Air Pollution Control District, Hearing Date: June 15, 2012. Final Decision November 19, 2012.) CARB’s determination was upheld in the Stipulated Judgment, Attachment A, pg. 14, Dec. 30, 2014, City of Los Angeles v. California Air Resources Board and Great Basin Unified Air Pollution Control District, Superior Court of California, Sacramento.

2. LADWP Comment: “Inclusion of Discontinued Stations: The AMNP provides information on stations that were discontinued years ago (for example, T4, T23, Simis Residence). The 2016 AMNP should mainly focus on currently active stations, rather than on stations that were discontinued almost eight years ago.”

District Response: An AMNP documents the past, present, and future configuration of a monitoring network. Oftentimes stations are temporarily shut down due to resource constraints, etc., but may be restarted in the future. The purpose of the AMNP is to document the stations and monitors currently operating in the network, the stations and/or monitors that have been removed from the network, and the stations and/or monitors proposed to be added to the network. As stated in 40 CFR 58.10(e), “All proposed additions and discontinuations of SLAMS monitors in annual monitoring network plans and periodic network assessments are subject to approval according to § 58.14.”

3. LADWP Comment: “Non-Updated Portions of the 2016 AMNP (throughout): “The yellow highlighted sections need to be reviewed and updated to reflect the changes from the 2015 AMNP only.”

District Response: The highlighting of the changes from the 2015 AMNP will be corrected.

4. LADWP Comment: “Specific Comments, (Page 2, 1<sup>st</sup> Paragraph, 2<sup>nd</sup> Sentence; and Page 21, 2<sup>nd</sup> Paragraph: Inconsistent Number of Nonattainment Areas: “There appears (sic) inconsistencies in regard to the number of Nonattainment Areas mentioned in the....text.”

District Response: There are four planning areas within the District: Mono Basin, Mammoth Lakes, Owens Valley, and Coso Junction. All four have been determined to be nonattainment areas for PM10, and two, Coso Junction, as of 2010, and Mammoth Lakes, as of 2014, have been determined by US EPA to be in attainment for PM10. Corrections will be made to the aforementioned references in the revised 2016 AMNP.

5. LADWP Comment: (Page 4, Figure 2, and Page 15, Figure 4; Discontinued Monitors in Maps: “The maps on these pages include five PM10 monitors located at T12-1 Dust Control Area. All of these monitors were discontinued in July 2015 and deployed elsewhere on Owens Lake. These special-purpose monitors are not mentioned anywhere else in the 2016 AMNP and should be removed from the maps.”

District Response: The text regarding special purpose monitors on page 13 of the 2016 AMNP will be revised to include information regarding the T-12-1 monitoring program and the special purpose monitors operated in that program and will read as follow:

“A special purpose monitoring network of five (5) TEOM stations was installed by the LADWP’s consultant for the purpose of measuring any potential emissions from the T12-1 Area during a test of a proposed Best Available Control Measure (BACM). The test lasted from 2012 through mid-2015. The monitors were subsequently removed from the T12-1 area and distributed to other areas of the lakebed.”

- 6.-8. LADWP Comments: (Page 7, Table 2; Page 8 Table 3; and Text References), Criteria Pollutant Monitoring Objectives and Spatial Scales: “The spatial scale and monitoring purpose for the Mill Site monitor is inconsistent between these tables. For example, Table 2 indicates that the Olancho site is a Source Impact site. However, the text on Page 13 indicates that it is a population-oriented site. This discrepancy should be fixed.

District Response: The highest spatial scale for the monitoring of PM10 as described in Title 40 of the Code of Federal Regulations, Appendix D, Section 4.6, is neighborhood scale, which is measured in a radius of several kilometers. The spatial scales and monitoring objectives for the Coso Junction, Mill Site, and Olancho Site are clearly explained in the text on page 13 of the District’s 2016 AMNP:

“(T)he Keeler and Mill Site stations serve as population-oriented monitors, with the Keeler station being located in the community of Keeler, and the Mill Site station being located near the LADWP Keeler Facility, which is the reporting station for the LADWP employees that work on the Owens Lake project. The Lone Pine and Olancho stations to the north and south of the lake, respectively, serve to monitor the impacts of PM emissions on the populations in the communities of Lone Pine and Olancho. The Coso Junction station, located 20 miles south of Owens Lake serves two purposes: monitoring the transport of both local and wind-driven PM emissions from Owens Lake, and monitoring the impacts of those same emissions on the visitors, employees, and residents in the Coso Junction area.”

These PM10 monitors are used to monitor impacts from both near-field and distant sources and provides data on the impacts of those sources at the neighborhood scale level, the maximum level designated by US EPA for PM10 monitoring.

9. LADWP Comment: (Page 11, 6<sup>th</sup> paragraph from top), Collocated PM10 monitoring at Keeler: “The 2016 AMNP text states: ‘Typical hourly average PM10 comparisons at the Keeler station range between 92 and 95% between the collocated continuous PM10 monitors.’ It is unclear how this comparative statistic was calculated. Clarification is requested.”

District Response: The comparison between the collocated TEOMs at the Keeler monitoring station was calculated by comparing hourly PM10 concentrations from the two monitors over one calendar year.

10. LADWP Comment: Page 13, 2<sup>nd</sup> paragraph from top: Instrument Discrepancies: “The number of LADWP sand flux sites is greater than 36. There is a number discrepancy on the District’s cameras. The 2016 AMNP text states, ‘and eleven (13) camera stations...’”

District Response: The number of LADWP sand flux sites is approximately 140. The text regarding the number of District cameras will be corrected. The District currently operates 22 cameras at fourteen (14) locations throughout the District. These corrections will be made in a revised draft version of the 2016 AMNP.

11. LADWP Comment: Page 17, 2<sup>nd</sup> paragraph: Portable PM10 Monitoring: “The 2016 AMNP text states: ‘Most recently these stations have been in operation at the Boulder Creed RV Park (on line power) and Duck Pond stations around Owens Lake.’ Both of these stations are indicated on the maps in the 2016 AMNP. However, the text indicates that both monitors were relocated in early 2015 to Keeler and the White Mountain Research Center. The text, and the corresponding maps, should focus on where the portable monitors were located during the majority of 2015 and where the District has deployed (and is planning to deploy) these monitors in 2016.”

District Response: The 2016 AMNP, Section 4.0, Special Programs text on Page 16, clearly states that the portable stations were redeployed: one to the northernmost residence in Keeler, and one to the White Mountain Research Center site to be collocated with a continuous PM2.5 monitor and two continuous PM10, PM2.5, and PM10-2.5 monitors for a comparison study.

12. LADWP Comment: “The AMNP mentions the presence of silt impacts at the Coso Junction monitor but elsewhere in the document states that the purpose of the Coso Junction monitor is to evaluate pollutant transport from Owens Lake. Silt deposits are found all around the Coso Junction monitor, including some in the direction of Owens Lake (Page 18, Figure 6, Coso Junction Silt Deposition Area). Currently, there are no mechanisms to separate the local, silt-driven impacts from those produced by Owens Lake much farther away.”



District Response: Defining any mechanisms for determining PM10 impacts from specific sources is beyond the scope of this document. For those silt impacts from winds out of the west that resulted in exceedances of the PM10 federal standard, the District requested exceptional events exemptions from the CARB and the US EPA. These events took place over a two-year period, 2013-2014. There were no exceedances of the PM10 federal standard at Coso Junction resulting from west wind events. The US EPA determined those events from 2013-2014 were of “no regulatory significance,” and would not result in any change in the attainment status of the Coso Junction Maintenance Area. Since no exceedances of the standard occurred from west wind events, it is likely the silt material has been winnowed of PM10 or has been covered by vegetation and no longer poses any significant threat to the air quality in the Coso Junction Planning Area.

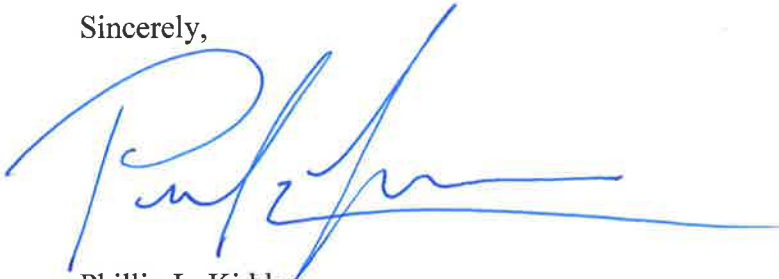
13. LADWP Comment: Site Reports, Appendix A, Lone Pine Filter Dynamics Measurement System (FDMS)

“Appendix A states that the Lone Pine FDMS is ‘not a reference monitor.’ The Lone Pine FDMS is not a Federal Equivalent Monitor, either. The GBUAPCD’s use of the data from the Lone Pine PM10 monitor appears to be inconsistent with the 2008 SIP requirements. Hence, the Lone Pine PM10 monitors (sic) may need to be excluded from GBUAPCD’s State and Local Air Monitoring Station network which requires the use of reference, equivalent, or approved methods per Title 40 of the Code of Federal Regulations, Part 58, Appendix A, Section 1.1(c).

District Response: The Lone Pine PM10 monitor is not at or near the Owens Lake regulatory shoreline, it is located in the community of Lone Pine, approximately 6.5 kilometers north of the shoreline. The 2008 (Chapter 7) and 2016 (Chapter 6) SIPs require that LADWP meet the PM10 Federal standard of 150ug/m3 at the regulatory shoreline (3,600 feet above sea level) and the State standard of 50ug/m3 in the communities. To monitor compliance with the State standard in the communities necessitates the use of a State of California-approved PM10 monitor. The District uses TEOMs extensively throughout the network. The TEOM 1400a(AB) is a Federally-approved Equivalent Method monitor for PM10 (EQPM-1090-079), however, it is not a California state-approved method. The TEOM 1400a(AB) with the 8500c FDMS unit attached, is a California-approved method for PM10 monitoring (<http://www.arb.ca.gov/aaqm/qa/qa-manual/vol4/partapm10.pdf>), which is based on the TEOM 1400a(AB), but is not a Federal equivalent method when operated with the 8500c FDMS unit attached. The District operated the TEOM/FDMS combination monitor at Lone Pine collocated with a filter-based Federal PM10 sampler, an R&P Partisol Plus 2025 (RFPS-1298-127) for more than 2 years and found the comparison between the two monitors to average within 10%. Additionally, there is no such citation in the Code of Federal Regulations as 40 CFR Part 58, Appendix A, Section 1.1(c).

In conclusion, no substantive or fact-based issues were raised in the comments provided in the LADWP letter of June 27, 2016. All of the issues raised in the LADWP's comments on the 2016 AMNP have been addressed by CARB, EPA, and the District in previous documents, studies, approvals, decisions, in the response to the LADWP comments on the 2015 AMNP, and in the 2014 Stipulated Judgment. District staff has determined there is no reason to make any substantive changes to the 2016 AMNP based the LADWP's comments.

Sincerely,



Phillip L. Kiddoo  
Air Pollution Control Officer

PLK:cl

Enclosures

Cc (via email):

Meredith Kurpius, Ph.D., EPA IX  
Michael Flagg, EPA IX  
Michael Miguel, CARB  
Chris Lanane, GBUAPCD

### California Approved PM10 Samplers

	<b>Filter-Based Samplers</b>	<b>U.S. EPA Designation No.</b>
	<b>Added June 2002</b>	
1	Andersen RAAS10-100	RFPS-0699-130
2	Andersen RAAS10-200 Audit	RFPS-0699-131
3	Andersen RAAAS10-300 Multichannel	RFPS-0699-132
4	BGI PQ100	RFPS-1298-124
5	BGI PQ200	RFPS-1298-125
6	R & P Partisol 2000	RFPS-0694-098
7	R & P Partisol 2000	RFPS-1298-126
8	R & P Partisol-Plus 2025	RFPS-1298-127
9	Sierra (currently known as Graseby) Andersen/GMW 1200	RFPS-1287-063
10	Sierra (currently known as Graseby) Andersen/GMW 321B	RFPS-1287-064
11	Sierra (currently known as Graseby) Andersen/GMW 321C	RFPS-1287-065
12	Tisch Environmental TE-6070	RFPS-0202-141
	<b>Added December 2013</b>	
13	Ecotech Model 3000 High Volume Sampler	RFPS-0706-162
14	New Star Environmental Model NS-6070	RFPS-0202-141
15	Thermo Scientific Partisol <sup>®</sup> 2000	RFPS-0694-098
16	Thermo Scientific Partisol <sup>®</sup> 2000-FRM, Partisol <sup>®</sup> 2000 <i>i</i>	RFPS-1298-126
17	Thermo Scientific Partisol <sup>®</sup> -Plus 2025 Seq., Partisol <sup>®</sup> 2025 <i>i</i> Seq	RFPS-1298-127
18	Thermo Scientific Partisol <sup>®</sup> 2000-D, Partisol <sup>®</sup> 2000 <i>i</i> -D	EQPS-0311-197
19	Thermo Scientific Partisol <sup>®</sup> -Plus 2025-D Seq., Partisol <sup>®</sup> 2025 <i>i</i> -D Seq	EQPS-0311-198
	<b>Continuous Analyzers</b>	
	<b>Added June 2002</b>	
1	Andersen BAM Model FH 62 C14, 2002 version	None
2	Met One BAM 1020, 2002 version	None
3	R & P 8500 FDMS, 2002 version	None
	<b>Added December 2013</b>	
4	Thermo Scientific TEOM <sup>®</sup> 1405-DF Dichotomous Ambient Particular Monitor with FDMS <sup>®</sup>	EQPM-1013-208



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537  
Tel: 760-872-8211 Fax: 760-872-6109

### BOARD REPORT

**Mtg. Date:** July 13, 2016

**To:** District Governing Board

**From:** Susan Cash, Administrative Projects Manager

**Subject:** Resolution setting regular board meeting dates, times, and locations

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**Summary:** The Ralph M. Brown Act, also known as the Open Meeting Act, requires that, “Each legislative body of a local agency, except for advisory committees or standing committees, shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings.” Staff has researched and not been able to find where this board has ever set such a schedule.

It is important to note that setting a regular meeting schedule does not preclude the Board from cancelling a regular meeting nor scheduling a special meeting to accommodate agenda items or quorum issues.

The Board has a number of regularly occurring events that occur throughout the year that suggest a semi-monthly schedule is most practical. Staff recommends scheduling meetings for 10:00 am on the second Thursday of odd months. We have tried to avoid all of the known commitments of the current Board members. However, the resolution has been left open for the Board to have a discussion and come to consensus on the date and time that works best.

**Board Action:** Request that the Board approve a resolution setting the time, place, and location for regular Board meetings in compliance with the Brown Act. Staff recommends scheduling meetings for 10:00 am on the second Thursday of odd months.

Approve Resolution Setting Regular Board Meeting Dates, Times, and Locations (Action)  
July 13, 2016 – Agenda Item No. 7 – Page 1

RESOLUTION NO. 2016-04

RESOLUTION OF THE GOVERNING BOARD  
OF THE GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
SETTING THE TIME AND PLACE FOR REGULAR BOARD MEETINGS

WHEREAS, pursuant to California Government Code Section 54951, the Great Basin Unified Air Pollution Control District is deemed a local agency for purposes of the Ralph M. Brown Act, the California Public Records Act, and the Political Reform Act of 1974; and

WHEREAS, pursuant to California Government Code Section 54952, the Great Basin Unified Air Pollution Control District Governing Board is deemed a legislative body for purposes of the Ralph M. Brown Act, the California Public Records Act, and the Political Reform Act of 1974; and

WHEREAS, pursuant to California Government Code Section 54954, the Great Basin Unified Air Pollution Control District Governing Board is required to set forth by ordinance, resolution, bylaw, or by whatever other rule is required for the conduct of business by this body, a time and place for holding regular meetings; and

WHEREAS, pursuant to California Government Code Section 54954, the Great Basin Unified Air Pollution Control District Governing Board is permitted to set regular and special meetings within the boundaries of the territory over which Great Basin Unified Air Pollution Control District exercises jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the Great Basin Unified Air Pollution Control District Governing Board as follows:

1. Regular Meetings shall be held on the (ordinal) (weekday) of every odd month at (time) AM.
2. Meetings shall be held in the following locations:
  - a. Alpine County Board of Supervisors Chambers, located at 99 Water Street, Markleeville, CA 96120.
  - b. Mono County Board of Supervisors Chamber (2nd Floor), located at Mono County Courthouse, 278 Main Street (U.S. Highway 395) Bridgeport, CA 93517.
  - c. Inyo County Board of Supervisors Chambers, located at 224 N. Edwards Street, Independence, CA 93526.
  - d. Town of Mammoth Lakes Council Chambers, located at 437 Old Mammoth Road Suite Z, Mammoth Lakes, CA 93546.
  - e. City of Bishop Council Chambers, located at 377 West Line Street Bishop, California 93514.
  - f. City of Los Angeles Department of Water and Power Administrative Building Training Room 134A, located at 111 Sulfate Road Keeler, California 93530.
  - g. Any other location within the jurisdiction of the Great Basin Unified Air Pollution Control District as deemed necessary by the Great Basin Unified Air Pollution Control District Governing Board.
3. All regular meeting agendas shall be noticed by the Clerk of the Board no less than 72 hours prior to regular meetings on the public bulletin board at the Great Basin Unified Air Pollution Control District Office located at 157 Short Street Bishop, California 93514-3537, at the actual location of the meeting, and on the Great Basin Unified Air Pollution Control District website.

Approve Resolution Setting Regular Board Meeting Dates, Times, and Locations (Action)  
July 13, 2016 – Agenda Item No. 7 – Page 2

FURTHERMORE, BE IT RESOLVED by the Great Basin Unified Air Pollution Control District Governing Board that a notice of cancellation shall be posted in the same manner as the agenda for regular meetings in the event that there is no business to conduct; and

FURTHERMORE, BE IT RESOLVED by the Great Basin Unified Air Pollution Control District Governing Board that special meetings shall be called in the event that an issue requires immediate action; and

FURTHERMORE, BE IT RESOLVED by the Great Basin Unified Air Pollution Control District Governing Board that any regularly scheduled meeting may be adjourned to an alternate time and place specified in the order of adjournment. The Clerk of the Board shall cause to be posted a copy of the order or notice of adjournment on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held within 24 hours after the time of the adjournment. The notice shall specify the other location of the meeting and time thereof.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA  
COUNTY OF ALPINE

\_\_\_\_\_, the Clerk of the Governing Board of the Great Basin Unified Air Pollution Control District, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the \_\_\_\_\_, and passed by a \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this \_\_\_\_\_, 2016.

\_\_\_\_\_  
Clerk of the Governing Board

Approve Resolution Setting Regular Board Meeting Dates, Times, and Locations (Action)  
July 13, 2016 – Agenda Item No. 7 – Page 3



## **GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT**

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

### **BOARD REPORT**

**Mtg. Date:** July 13, 2016

**To:** District Governing Board

**From:** Phillip L. Kiddoo, Air Pollution Control Officer

**Subject:** Air Pollution Control Officer Report

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A verbal report will be given at the meeting.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
						3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

# SEPTEMBER

2016

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AUGUST 2016

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OCTOBER 2016

## NOTES:

September 5 – Labor Day Holiday