

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT



GOVERNING BOARD REGULAR MEETING INFORMATION

Meeting Date & Time

Thursday, July 12, 2018 at 10:00 a.m.

Meeting Location

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

District Board

David Griffith, Alpine County, Chair
Dan Totheroh, Inyo County, Vice Chair
Ron Hames, Alpine County
Fred Stump, Mono County
Matt Kingsley, Inyo County
Stacy Corless, Mono County
John Wentworth, Town of Mammoth Lakes

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



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

THURSDAY, JULY 12, 2018 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.

Great Basin Unified Air Pollution Control District is a California regional government agency that works to protect the people and the environment of Alpine, Mono and Inyo Counties from the harmful effects of air pollution.

1. Call to Order and Pledge of Allegiance
2. Public Comment on Matters not on the Agenda (No Action)
3. Consent Items (Action)
 - a. Approval of the May 10, 2018 Regular Governing Board Meeting Minutes.....1
 - b. Approval of Annual Sole Source Determinations10
 - c. Acceptance of Quality Assurance Review of Point Source Emissions Data Grant from the California Air Resources Board in the Amount of \$20,267.00 and Authorize the District to Enter into a Grant Agreement.....21
 - d. Approve Purchase of One (1) Filter-Based PM2.5 Monitor and Three (3) TEOM Continuous PM10 Monitors from Thermo Fisher Scientific, a Sole-Source Provider, for \$98,00042
 - e. Approve Purchase of One (1) Draganfly Tango2 Fixed Wing Unmanned Aerial Vehicle from Draganfly Innovations Inc, a Sole-Source Provider, for \$64,613.61.....43
 - f. Approve Purchase of Sand Motion Monitors for the Owens Lake and Mono Lake from Sensit Inc., a Sole-Source Provider, for \$25,495.85.....46
 - g. Approve Purchase of GPS Equipment from Eclipse Mapping and GIS, a Sole-Source Provider, for \$13,792.7448
4. Approve Resolution Setting Regular Board Meeting Dates, Times, and Locations (Action)50
5. Consider Appointing Two People to the Vacant Positions on the District's Hearing Board to Serve a Three-year Term (Action).....53
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- b. Contracts Signed by the Air Pollution Control Officer60
 - c. Woodsmoke Reduction Program Workplan61
- 7. Board Member Reports (No Action)
- 8. Air Pollution Control Officer Report (No Action)94
- 9. Confirm Date and Location of Next Regular Meeting (Mono County)95
- 10. **CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:**
 - 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.
- 11. **CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:**
 City of Los Angeles vs. Great Basin Unified Air Pollution Control District, et al., Superior Court of California, County of Sacramento, Case No. 34-2013-80001451-CU-WM-GDS, pursuant to California Government Code Section 54956.9(d)(1).
- 12. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
 Real Property Negotiations. Government Code Section 54956.8. Property: 157 Short Street, Bishop, CA. Agency Negotiator: Air Pollution Control Officer. Negotiating Parties: Great Basin Governing Board and Owner. Under Negotiation: Price and Terms of Sale.
- 13. **CLOSED SESSION**
 Evaluation of Performance – Section 54957(b)(1) of the California Government Code. Employee Being Evaluated: 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.)



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 12, 2018

To: District Governing Board

From: Tori DeHaven, Clerk of the Board

Subject: Approval of the May 10, 2018 Regular Governing Board Meeting Minutes

Summary:

Attached for the Board's approval are the minutes from the May 10, 2018 regular meeting held in Lee Vining, California.

Board Action:

Staff recommends that the Board review and approve the minutes from the May 10, 2018 meeting.

Attachment:

1. May 10, 2018 minutes

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
GOVERNING BOARD MINUTES
May 10, 2018

(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 10, 2018 in the Lee Vining Community Center, 296 Mattly Avenue, Lee Vining, California 93541.

Governing Board members present:

David Griffith, Board Chair, Alpine County
Dan Totheroh, Board Vice Chair, Inyo County
Fred Stump, Mono County
Stacy Corless, Mono County
Matt Kingsley, Inyo County
Ron Hames, Alpine County
John Wentworth, Town of Mammoth Lakes

Governing Board members absent:

None

A quorum was present.

GBUAPCD staff present:

Phill Kiddoo, Air Pollution Control Officer
Ann Logan, Deputy Air Pollution Control Officer
Susan Cash, Administrative Projects Manager
Chris Howard, Senior Research Systems Analyst
Chris Lanane, Air Monitoring Specialist
Alex Clayton, Air Monitoring Tech Specialist
Tori DeHaven, Clerk of the Board

Members of the public included: (as indicated by voluntary sign-in)

John Pedersen, Mammoth Community Water District

Agenda Item #1
Call to Order
Pledge of Allegiance

Board Chair Griffith called to order the regular meeting of the Governing Board at 10:01 a.m.

Board member Hames then led the Pledge of Allegiance.

Agenda Item #2
Public Comment on
Matters not on the
Agenda

Board Chair Griffith asked for public comment on items not on the agenda at 10:02 am. He then indicated that each member of the public would be given three minutes to speak.

May 10, 2018 Regular Board Meeting
Page 1 of 8

Agenda Item No. 3a - Attachment 1

180712

BOARD PACKET ~ Page 2 of 95

(No Action)

Ms. Irene Yamashita, Mammoth Community Water District (MCWD), presented material to the Board regarding the Wildermuth report which was submitted May 1, 2018. She gave a brief introduction to the MCWD and its functions. She then explained that the CD-IV geothermal project may be affecting the groundwater resources for the community of Mammoth. She displayed a map which showed the current geothermal project and noted that the affects have been documented by the United States Geological Survey (USGS).

Board Chair Griffith responded that this topic is subject to litigation and is not appropriate for public comment.

Mr. John Pedersen, MCWD, explained that the MCWD has been commenting on this subject since 2005. The project originated in Casa Diablo and has since expanded to include production wells in Basalt Canyon. Effects have been documented in those areas and subsequent areas. He added that Ormat has not produced new or current data that clearly demonstrates that there haven't been significant effects to the groundwater resources.

Board Chair Griffith encouraged the MCWD to speak directly with District staff or have legal counsel contact each other as the matter is subject to litigation.

Board member Corless announced that the Mono County Supervisors have agendized an item specific to this issue for their May 15, 2018 meeting.

Board member Wentworth added that although this issue isn't within the immediate jurisdiction of the Town of Mammoth Lakes Town Council, of which he is a councilmember, there may be future presentations at the request of MCWD in front of the Town Council. During such presentations he will recuse himself as he intends to play an active role in this matter as a Governing Board member for the GBUAPCD.

Ms. Yamashita submitted documents and map to the Clerk of the Board.

Board Chair Griffith replied that although she is welcome to submit the documents to the Clerk, the Board would not address them due to the litigation.

APCO Kiddoo added that material submitted will be handed over to District legal counsel and advises MCWD to submit any future material through representative legal counsel.

Agenda Item #3
PUBLIC HEARING
– a. Adoption of
Orders to the City of
Los Angeles to Pay

Ms. Susan Cash, Administrative Projects Manager for the District, gave a brief presentation on agenda item no. 3a. She noted that no public comment was received by staff.

2018-2019 Fiscal
Year Fees as Provided
by Section 42316 of
the California Health
and Safety Code
(SB270) b. Fiscal
Year 2018-2019 Total
District Budget –
Approval of the
District and SB270
Sub-budgets (Second
of Two Required
Budget Hearings)
(Action)

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

No comment was offered.

Motion (Stump/Hames) adopting the Fiscal Year 2018-2019 SB 270 Fee Assessment Order to Pay and including the following:

1. Staff recommends that the Board conduct the scheduled public hearing for input regarding the proposed fiscal year 2018-2019 SB 270 Fee Assessment Order.
2. Staff recommends that the Board adopt the attached “Fiscal Year 2018-2019 SB 270 Fee Assessment Order to Pay” for the base SB 270 costs in the amount of \$5,118,500.00

Ayes: Board Members – Griffith, Hames, Corless, Stump, Kingsley, Totheroh, Wentworth

Noes: 0

Abstain: 0

Absent: 0

Motion carried 7/0 and so ordered.

B/O #180510-01

Ms. Cash then presented on agenda item no. 3b.

Board Chair Griffith asked for public comment at 10:23 am.

No comment was offered.

Motion (Corless/Totheroh) adopting the Fiscal Year 2018-2019 Total District Budget considering and including the following:

1. Staff recommends that the Board 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. Staff recommends that the Board adopt the total Great Basin Unified Air Pollution Control District budget which includes: a) the proposed final 2018-19 District budget; and b) the proposed final 2018-19 SB 270 budget.
3. Staff recommends that the Board waive the automatic Consumer Price Index increase for District permit fees based on the adopted FY 2018-19 District budget (less special funds) for the 2018-19 fiscal year and the amount of current District (non-SB 270) reserve funds.

Ayes: Board Members – Griffith, Hames, Corless, Stump, Kingsley, Totheroh, Wentworth

Noes: 0

Abstain: 0

Absent: 0

Motion carried 7/0 and so ordered.

B/O #180510-03b

Agenda Item #4
Consent Items
(Action)

Motion (Kingsley/Corless) approving consent item a as follows:

- a. Approval of the March 8, 2018 Regular Governing Board Meeting Minutes

Ayes: Board Members – Griffith, Hames, Corless, Kingsley, Totheroh, Wentworth

Noes: 0

Abstain: Board Members - Stump

Absent: 0

Motion carried 6/0 and so ordered.

B/O #180510-04a

Motion (Hames/Totheroh) approving consent items b through h as follows:

- a. Approve Consulting and Services Contracts for Fiscal Year 2018-2019
- b. Appropriation Changes, Year End Transfer Authority, and Carryovers
- c. Approve Purchase Order with Campbell Scientific in the Amount of \$28,834.97 for Dust ID Network Dataloggers and Radio Equipment
- d. Out-of-State Travel Authorization for the 2018 National Air Monitoring Conference in Portland, Oregon on August 13-16, 2018
- e. Acceptance of the Community Air Protection Program Grant from the California Air Resources Board in the Amount of \$5,618.00 and Authorize the APCO to Sign Grant Documents
- f. Adoption of Publicly Available Pay Schedules
- g. Purchase of Two (2) Filter-Based Particulate Matter Monitors (Partisol 2025i-AV) From Thermo Scientific, A Sole-Source Provider, for \$44,000.00

Ayes: Board Members – Griffith, Hames, Corless, Stump, Kingsley, Totheroh, Wentworth

Noes: 0

Abstain: 0

Absent: 0

Motion carried 7/0 and so ordered.

B/O #180510-04b

Agenda Item #5
Janitorial Services
Request for Proposal
(Action)

Motion (Wentworth/Corless) taking action as follows:

- a. Declare DNS solutions, Inc. the Lowest Responsible Bidder for the Request for Proposal for Janitorial Services RFP 2018-01.
- b. Reject all other Bids for RFP 2018-01.

- c. Approve the Contract Between the District and DNS Solutions, Inc. for Janitorial Services for Fiscal Years 2018-2019 through 2020-2021 in the amount of \$14,000.00 Per Year Contingent Upon Approval of Future Budgets.
- d. Authorize the Air Pollution Control Officer to Sign the Contract on Behalf of the District.

Ayes: Board Members – Griffith, Hames, Corless, Stump, Kingsley, Totheroh, Wentworth

Noes: 0

Abstain: 0

Absent: 0

Motion carried 7/0 and so ordered.

B/O #180510-05

Agenda Item #6

Approval of the 2018
Owens Valley
Planning Area
Reasonable Further
Progress Report for
Submittal to the U.S.
Environmental
Protection Agency
(Action)

(A slide show presentation was given by staff. The presentation is attached to the official record and is available upon request to the Clerk of the Board)

Board member Stump noted that recently he has been facing third party implications from LADWP staff that he has been potentially obstructive. He encouraged LADWP staff, management and commissioners to contact him directly if they have questions or concerns.

Motion (Stump/Hames) approving the 2018 Owens Valley Planning Area Reasonable Further Progress Report for submission to the United States Environmental Protection Agency.

Ayes: Board Members – Griffith, Hames, Corless, Stump, Kingsley, Totheroh, Wentworth

Noes: 0

Abstain: 0

Absent: 0

Motion carried 7/0 and so ordered.

B/O #180510-06

Agenda Item #7

Approval of the 2018
Mono Basin Planning
Area Reasonable
Further Progress
Report for Submittal
to the U.S.
Environmental
Protection Agency
(Action)

(A slide show presentation was given by staff. The presentation is attached to the official record and is available upon request to the Clerk of the Board)

Motion (Corless/Totheroh) approving the Reasonable Progress Reports for Mono Basin PM-10 State Implementation Plan, dated May 2018, for submission to the United States Environmental Protection Agency.

Ayes: Board Members – Griffith, Hames, Corless, Stump, Kingsley, Totheroh, Wentworth

Noes: 0

Abstain: 0

Absent: 0

Motion carried 7/0 and so ordered.

Agenda Item #8
Adoption of the 2018
Great Basin Unified
APCD Air Quality
Monitoring Network
Plan
(Action)

Motion (Totheroh/Stump) adopting the District's 2018 Annual Air Quality Monitoring Network Plan for submission to the US EPA Region IX administrator for approval.

Ayes: Board Members – Griffith, Hames, Corless, Stump, Kingsley, Totheroh, Wentworth

Noes: 0

Abstain: 0

Absent: 0

Motion carried 7/0 and so ordered.

B/O #180510-08

Agenda Item #9
Lee Vining Air
Quality Monitoring
Station Presentation
and Site Tour
(No Action)

Mr. Lanane, Air Monitoring Specialist, gave a brief presentation on the new monitoring site. *(A slide show presentation was given by staff. The presentation is attached to the official record and is available upon request to the Clerk of the Board)*

The Board departed for the Lee Vining Air Monitoring Station site tour at 12:05 pm and returned to the regular meeting at 12:22 pm.

Board member Stump left at 12:15 pm.

It was noted that the community has raised visual concerns regarding the monitoring site.

Agenda Item #10
Informational Items
(No Action)

No comments offered.

Agenda Item #11
Board Member
Reports
(No Action)

The Board made the following member reports as follows:

Board member Corless noted that Mono County does currently have a significant issue with the City of Los Angeles, Department of Water and Power (LADWP) regarding the renewal of ranching leases in the Long Valley area. The Mono County Board is actively working with the Cattlemen's Association and appreciates the support and assistance from Inyo County. She added that she will forward correspondence between Mono County and LADWP to APCO Kiddoo in order to keep him apprised of goings on.

Board member Kingsley added that Inyo County has multiple significant issues with LADWP as well. He also reported that the District is close to setting a date with LADWP for a policy meeting to discuss District issues.

Board Chair Griffith reported that AB 2585 regarding prescribed burning is proceeding and the Board should be aware of it. Also, a significant part of Alpine

County and part of Mono County are in Region 4 of the Forest Service. Alpine does not currently have a good neighbor authority agreement with the state of California. However, both sides are now talking and hopefully progress forward may help bring resources to the area. He requested that staff minimize the use of acronyms in future board reports.

Board member Wentworth announced that multiple agencies are entering into an Eastern Sierra Recreation Partnership. There may be future opportunities for Inyo and Mono to join as well. This may be a significant tool to leverage resources for the areas.

Agenda Item #12
Air Pollution Control
Officer's Report
(No Action)

APCO Kiddoo gave a report on the following items:

- 1) Introduction of new employee Mr. Alex Clayton, Air Monitoring Tech Specialist. Mr. Clayton began work with the District on April 16, 2018.
- 2) 2018 Staff Summit – The District held a two-day staff summit event. The theme was “Inspiration and Education”. The summit provided a forum where all District staff could attend, participate and showcase important components of their jobs. The first day focused on District staff. The second day included special guests such as motivational speakers, District legal counsel and visitors with historical perspective and experience.
- 3) Bike Month – May is bike month. The District is an advocate of active transportation. There will be multiple opportunities throughout the month for the community to participate.

Agenda Item #13
Confirm Date and
Location of Next
Regular Meeting (July
12, 2018, in
Markleeville, CA)
(No Action)

The next regular meeting of the District Governing Board will convene at 10:00 am on July 12, 2018 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 Item #14
CLOSED SESSION

The Board convened into closed session at 12:37 pm.

**CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION:**

- 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.

**Agenda Item #15
CLOSED SESSION**

**CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION:**

- c. City of Los Angeles vs. Great Basin Unified Air Pollution Control District, et al., Superior Court of California, County of Sacramento, Case No. 34-2013-80001451-CU-WM-GDS, pursuant to California Government Code Section 54956.9(d)(1).

The Board reconvened into open session at 1:01 pm with nothing to report.

Adjournment

The meeting was adjourned by Board Chair Griffith at 1:01 pm. The Board will reconvene in open session at 10:00 am, on Thursday, July 12, 2018 in Markleeville, California.

David Griffith, Board Chair

Attest:

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 12, 2018
To: Governing Board
From: Chris Lanane, Air Monitoring Specialist
Subject: Approval of Annual Sole Source Determinations

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

Agilaire, LLC, for Data Management Systems and Data Acquisition Systems - The essential components of District data processing are 1) data acquisition systems, and 2) data management systems. In 2016 the former District data management system, designed in Microsoft Access, was nearing maximum storage capacity and in need of replacement. The District performed an exhaustive search for an alternative and, after much testing and many trials, decided upon a cloud-based data management system by Agilaire named AirVision. The AirVision system has been in place since September 2016 and the District utilizes the benefits of the advanced capabilities of AirVision on a daily basis, such as real-time alerts, automatic data pre-validation, and multiple-trigger health alerts. The District data validation process is now fully AirVision-based. AirVision has turned out to be very efficient at managing vast amounts of data. Agilaire also provides an advanced data acquisition system, the current Model 8872, which directly integrates the District air quality monitors with AirVision. The District currently operates 8872s at two complex sites, White Mountain Research Center/NCORE and Keeler. The 8872 has been invaluable in collecting data and in controlling onsite

Consent Agenda (Action) – Approval of Annual Sole Source Determinations
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calibration systems. District staff requests that the Board consider Agilaire as a sole source provider of data acquisition systems and data management systems for the District.

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 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.

APC by Schneider Electric for Uninterruptible Power Supplies

Due to the remote nature of many of the District's facilities, power delivery suffers from voltage fluctuations and frequent outages. The air monitoring equipment in use is particularly sensitive to transient power issues and as such the use of UPS units is critical to the success of District monitoring activities. The UPS fleet currently in use for the protection of air monitoring equipment is now obsolete and replacement batteries are no longer available. Small APC units have been successfully used within the District for individual PC protection for several years. APC's larger units have been identified as a suitable replacement for the air monitoring equipment units. Committing to a single manufacturer provides several benefits and efficiencies. Using a single manufacturer simplifies UPS management as only one ecosystem needs to be supported by District IT staff and site operators. Also, restricting our UPSs to a single manufacturer limits the variety of replacement batteries which need to be kept on hand, minimizing downtime and inventory complications. District staff recommends the Board consider APC by Schneider Electric as a sole-source provider of uninterruptible power supplies.

Apple, Inc., for Computers and Tablets – Over the past few years, 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.

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

Consent Agenda (Action) – Approval of Annual Sole Source Determinations
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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. The flow standards are also now used for routine calibration and verification of the Teledyne-API T640X PM10/PM2.5 monitors. These flow standards are very robust and have provided reliable and defensible measurements of monitor flow rates. They have proven to be a significant component of the District's quality control/quality assurance program and of the overall defensibility of the District's PM10 dataset. The District currently has eight (8) of these flow standards: one distributed to each of the District's six technicians and specialists operating monitoring stations, one for the District auditor's use, and one backup standard. These flow devices 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 continue 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 purchasing 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 a sole source provider of PCs for the District.

Draganfly Innovations, Inc., for Unmanned Aerial Vehicles (UAVs)

The District initially purchased one 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 then 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. Because of the integrated systems offered by Draganfly and their superior UAVs, comprehensive data systems, and useful add-on equipment, the District has purchased two more UAVs for use on Owens Lake. 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 fifteen (15) EKTO walk-in shelters and six (6) outdoor enclosures 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.

EOS Positioning Systems and Eclipse Mapping and GIS for GIS Mapping and Surveying Systems - District staff researched many different manufacturers of geographical information systems (GIS) and surveying systems and found that the Arrow Gold GNSS by EOS provided the accuracy needed for the District's mapping efforts. The global positioning system (GPS) uses Real-Time Kinematic (RTK) surveying technology which provides accurate coordinates down to the two-centimeter level. Alone, these units can provide eight-centimeter vertical accuracy, but when paired with a base station they provide the two-centimeter or better accuracy. Owens Lake is located in a part of California that does not have any base stations. These stations will enable not only the District, but anyone (LADWP, Inyo County, etc.) using an RTK system to also obtain highly accurate GPS survey data. The Arrow Gold GNSS GPS unit by EOS integrates seamlessly with the District's current tablets and smart phones. EOS was the only manufacture of an RTK survey system staff found that was able to use the Districts current hardware and provide the accuracy needed in the field. Because of the ability of the EOS system to be used with existing hardware and sub centimeter accuracy, staff recommends that EOS positioning Systems and Eclipse Mapping and GIS be designated as a sole source provider. District staff recommends the Board consider EOS Positioning Systems and Eclipse Mapping and GIS as sole-source providers of GIS and surveying systems.

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.

Greenhart Farms, Inc., for Plants and Plant-related Material - Due to the success of Greenheart in the grow out the plants for the fall of 2016 and 2017, District staff recommends that the Great Basin Governing Board designate Greenheart as a sole source provider for plant propagation for the District. Staff makes this recommendation based on the experience in dealing with Greenheart over the past several years, the high quality of plants that Greenheart has produced, their willingness to work with the District in the care and scheduling the delivery of the plants, the overall cost, and confidence that they will be able to produce plants as specified for the District's projects for the foreseeable future.

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 calibration devices that are used for audits (BGI DeltaCal) of the District's PM monitors and for semi-annual and annual certifications (BIOS DryCal Lite, Defender) of the PM monitors. The District has used these sophisticated flow-rate measuring devices for over two decades. These 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. 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 consider Mesa Labs, Inc., as a sole-source provider of flow standards, calibration and certification services to the District.

Sensit Inc., for Sand Motion Monitoring Equipment - In order to quantify fugitive dust emissions at 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 District research and monitoring at Owens Lake and Mono Lake. There are currently over 100 units in operation and only one company, Sensit Inc., makes the device. No other manufacturer makes anything even resembling this instrument. Therefore, because Sensit Inc. is the sole source of Sensits, staff requests that the Board consider the Sensit Inc. as the sole source provider of electronic sand motion monitoring devices.

Sierra Wireless and Industrial Networking Solutions for Cellular Modems and Telemetry Equipment – The District utilizes Sierra Wireless Raven cellular modems in its monitoring network. These modems form the foundation of the District's communication network in remote locations where fiber optic or other land-based telecommunications systems are not an option. These modems and the accompanying telemetry equipment can be procured from Sierra Wireless or from Industrial Networking Solutions, a distributor for Sierra Wireless, which is routinely the lowest-cost option. The District has a history of excellent service and support from Sierra Wireless and from Industrial Networking Solutions. They also carry all of the necessary accessories the District uses for each device and they are both leaders in this market. Another advantage of procuring cellular modems from one manufacturer is that network security is more easily maintained and monitored by staff. Staff requests the Board consider Sierra Wireless and Industrial Networking Solutions sole-source providers of cellular modems and telemetry equipment for the District.

Teledyne-API, Inc., through their Regional Distributor, Clipper Controls, Inc., for Continuous Particulate Matter (PM) Monitors – The Teledyne-API particulate matter monitors, especially the T640X, provides continuous particulate matter concentrations for PM₁₀, PM_{2.5}, and PM₁₀-PM_{2.5}. It is a particle-counter-based EPA-approved equivalent method monitor for particulate matter in the size ranges noted above. The District has tested two T640X monitors for comparison with the monitors currently in use throughout the District has found that the T640X produces data comparable to the District's existing monitors. The only manufacturer of this type of EPA-approved monitor is Teledyne-API, Inc., therefore, District staff requests the Board consider Teledyne-API, Inc., as a sole-source provider of continuous particulate matter monitors.

Thermo Environmental Instruments Division of 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 PM₁₀ monitor is an approved EPA equivalent method monitor for PM₁₀. The TEOM PM_{2.5} monitor with the accompanying filter dynamics measurement system (FDMS) is an EPA-approved equivalent method monitor for PM_{2.5}. 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 (Dust ID) program. Currently, 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 Environmental Instruments (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 PM₁₀ and PM_{2.5}, 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. Staff recommends the Board consider Desert Research Institute as a sole-source provider of professional scientific and research services to the District.

Mr. Peter Hsiao, esq., Morrison & Foerster, LLP

Peter Hsiao at Morrison & Foerster has been providing legal services to the District specific to environmental issues surrounding Owens Lake and Mono Lake. 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 (20 years). Mr. Hsiao, specifically, has worked on cases for the District for that entire time-period. Mr. Hsiao's 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. Mr. Hsiao's legal expertise on environmental issues regarding Owens Lake and Mono Lake is unparalleled and, as evidenced most recently by his articulate defense of the District's during the California Superior Court force majeure hearing as result of the City of Los Angeles Department of Water and Power court motion filing in February 2018. Morrison & Foerster, on behalf of the District, has prevailed in all legal disputes and litigation with the City to date. There is a substantial history of successful defense resulting in decisions in favor of the District including 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 SCR.D.

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. Mr. Hsiao is uniquely qualified to provide legal advice on these matters. Mr. Hsiao and Morrison & Foerster, have developed experience with the District that is unmatched by any other law firm, and there would be substantial increase in costs to the District to replace them with other counsel who would lack the base of knowledge and expertise to effectively represent the District. Staff recommends that Mr. Peter Hsiao of Morrison & Foerster, LLP be determined to be a sole-source provider of legal services to the District.

Ramboll Group for Air Quality Modeling and Hydrologic Analysis Services

The District has retained the services of the Mr. Ken Richmond and his team at Ramboll Group to conduct Owen Lake and Mono Lake air quality modeling. Mr. Richmond has worked on District projects since the 1990's and for a number of consulting firms over the years and now works for Ramboll Group, a large multinational engineering, design and consultancy company. Mr. Richmond and his team have 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 assist the District with the preparation and review of particulate matter air quality modeling at Owens Lake and Mono Lake 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 Lake and Mono Lake and is required as part of the Owens Lake Dust ID Program 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; and their hydrologic services will also be used to assist the District in the analysis of LADWP's planned groundwater work at Owens Lake.

Ramboll 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 Lake and Mono Lake 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., ENVIRON International Corp., and now through Ramboll Group.
- In 2018-2019, Mr. Richmond is planning to retire from Ramboll and discontinue assisting the District with modeling services. To that end, Mr. Richmond is proactively training two fellow Ramboll Air Quality Scientists on the methods and techniques of modeling Owens and Mono Lakes. The two scientists, Dr. Bart Brashers and Dr. Maria Zatko, are highly qualified and will become the lead modelers for the District upon Mr. Richmond's retirement. Dr. Brashers is very familiar with District modeling, having worked as a member of Mr. Richmond's team and directly with the District for nearly two decades. In May 2018, District staff met personally with all three modelers to develop a transition plan for Mr. Richmond's retirement. District staff appreciate all the years of service from Mr. Richmond and wish him well in his retirement.

Ms. Carla Scheidlinger, Wood Environment & Infrastructure Solutions, Inc. (formerly 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 Wood Environment & Infrastructure Solutions, Inc. (Wood) (formerly AMEC Foster Wheeler) 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; Wood'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 Wood to bring in resources and personnel, as needed, with the specific experience and knowledge necessary to conduct the work quickly and efficiently. Ms. Scheidlinger has 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. Staff recommends the Board consider Ms. Carla Scheidlinger of Wood Environment & Infrastructure Solutions, Inc. as a sole-source provider of project management services for the District.

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, in 2015 the District decided to go through a formal bid process for the remaining required work. Through that process the District selected TEAM 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 three years they have gained detailed knowledge and understanding of 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 three years 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 2018-19 both for environmental compliance tracking as well as archaeological consulting services. Staff recommends the Board consider TEAM Engineering & Management, Inc. as a sole-source provider of environmental consulting and archaeological services.

Fiscal Impact:

None. Each of the sole-source providers is either the only source for the product or service, or there are other compelling and compensating factors that make the sole-source provider the most economical source, when all costs are taken into consideration. These 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):

- Agilaire, LLC, for data management systems and data acquisition systems
- AlumaTower Inc. for meteorological towers
- American Honda Motor Company for all-terrain vehicles
- APC by Schneider Electric for Uninterruptible Power Supplies
- Apple, Inc., for computers and tablets

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- 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
- EOS Positioning Systems and Eclipse Mapping and GIS for GIS mapping and surveying systems
- ESRI for GIS for ArcGIS and other GIS software
- Greenhart Farms for plants and plant-related material
- 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
- Sierra Wireless and Industrial Networking Solutions for cellular modems and telemetry equipment
- Teledyne-API, Inc., Clipper Controls, Inc., for continuous particulate matter monitors
- Thermo Fisher Scientific for TEOM and Partisol PM monitors
- Desert Research Institute for professional services
- Mr. Peter Hsiao, esq., Morrison & Foerster, LLP, for legal services
- Ramboll Group for air quality modeling and hydrological analysis services
- Ms. Carla Scheidlinger, Wood Environment & Infrastructure Solutions, Inc. (formerly AMEC Foster Wheeler) for project management of the Keeler Dunes and other project(s)
- TEAM Engineering & Management, Inc., for Environmental Consulting and Archaeological Services



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 12, 2018

To: District Governing Board

From: Ann Logan, Deputy Air Pollution Control Officer

Subject: Acceptance of Quality Assurance Review of Point Source Emissions
Data Grant from the California Air Resources Board in the Amount of
\$20,267.00 and Authorize the District to Enter into a Grant Agreement

Summary:

The District has been approved for a grant from California Air Resources Board in the amount of \$20,267.00 for quality assurance review of point source emissions data for the period of July 12, 2018 through June 1, 2019. The funds are to be used for review, update, and submittal of quality assured criteria and toxic pollutant emissions data for stationary sources of air pollution in the District. The grant award is to assist with implementation of California Assembly Bill 197 requiring statewide emissions inventories to be updated annually and available to the public for greenhouse gases, criteria pollutants and toxic air contaminants. California Air Resources Board will make data available through a Pollution Mapping Tool, available at www.arb.ca.gov/ei/tools/pollution_map to meet this requirement. The District's participation in this program will ensure data for Alpine, Mono and Inyo counties are accurate and reported in a consistent manner.

Fiscal Impact:

Acceptance of this grant will increase the District budget (revenues and expenses) by \$20,267.00.

Board Action:

Staff recommends the Board accept the grant and authorize the District to enter into a Grant Agreement with California Air Resources Board.

Attachment:

1. Quality Assurance Review of Point Source Emissions Data Grant Agreement

GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM AB 197 Emission Inventory District Grant		GRANT NUMBER G17-EIDG-09
GRANTEE NAME Great Basin Unified Air Pollution Control District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 43-2106258		TOTAL GRANT AMOUNT NOT TO EXCEED \$20,267.00
FISCAL GRANT TERM FROM: June 25, 2018		TO: June 30, 2019
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT FROM: June 25, 2018		TO: June 30, 2019

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and the Great Basin Unified Air Pollution Control District (the "Grantee").

- Exhibit A – Grant Provisions
- Exhibit B – Work Statement
- Exhibit B, Attachment I: Budget Summary
- Exhibit B, Attachment II: Project Milestones and Disbursement Schedule
- Exhibit B, Attachment III: Project Schedule
- Exhibit C – Grant Disbursement Request Form

Special Terms and Conditions (If Applicable): Grant is contingent on CARB receipt by September 1, 2018, of a Board Resolution, Minute Order, or other District Governing Board approval.

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Great Basin Unified Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Administrative Services Branch Chief, CARB	DATE	TITLE Air Pollution Control Officer	DATE 2018/06/18
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 157 Short Street Bishop, California 93514	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$20,267.00	FISCAL YEAR/PROGRAM 17/18 / 3510		FUND TITLE Cost of Implementation
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$20,267.00	ITEM 3900-001-3237	CHAPTER 14	STATUTE 2017
	FISCAL YEAR 17/18		
	OBJECT OF EXPENDITURE 7100-570-46504		
I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE: 		DATE 6/8/18	
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: Agenda Item No. 3c - Attachment 1		DATE	

Grant Agreement Provisions

A. The parties agree to comply with the requirements and conditions contained herein.

B. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Quality Assurance Review of Point Source Emissions Data

Grant Funding Amount: **\$20,267.00**

C. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Great Basin Unified Air Pollution Control District (hereinafter referred to as Grantee).
2. The CARB Project Liaison is Kevin Eslinger. Correspondence regarding this project must be directed to:

Kevin Eslinger
California Air Resources Board
Air Quality Planning and Science Division
P.O. Box 2815
Sacramento, California 95812
Phone: (916) 445-2151
Email: Kevin.Eslinger@arb.ca.gov

3. The Grantee Liaison is Ann Logan. Correspondence regarding this project must be directed to:

Ann Logan
Deputy APCO
Great Basin Unified Air Pollution Control District
157 Short Street
Bishop, California 93514
Phone: 760-872-8211
Email: ann@gbuapcd.org

D. DISTRICT RESOLUTION

Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution or minute order of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB

may execute this Grant Agreement before a Grantee has submitted this governing board resolution or minute order to CARB, however, the Grantee may not perform work under this Grant Agreement until the Grantee has submitted this governing board resolution or minute order to CARB. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution or minute order to the CARB Project Liaison on or before September 1, 2018.

E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.
2. Upon completion of the project milestones, the Grantee must submit a draft Final Report and the final Grant Disbursement Request to the CARB Project Liaison no later than March 1, 2019.
3. The Final Report must be received by CARB within thirty (30) days of project completion but no later than June 1, 2019.
4. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by December 1, 2018, forty (40) percent of the project funding has not been obligated by the Grantee. In the event of such termination, Section G. Fiscal Administration, 3. Suspension of Payments and Early Grant Termination of this agreement shall apply..
5. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

F. SCOPE OF WORK

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement. In sum, the Grantee shall review and update data currently stored or being uploaded into the California Emissions Inventory Development and Reporting System (CEIDARS) database. If additional funding becomes available, this Grant Agreement may be amended in subsequent years to provide additional funding to the Grantee to improve the future data loaded into the CEIDARS database.

1. CARB is responsible for the following:

- a. Participating in a project kick-off meeting or conference call and ongoing coordination with the Grantee to discuss project activities and guide project implementation;

- b. Reviewing and approving elements developed by the Grantee for implementation of the project, such as Progress Reports, the draft Final Report, and the Final Report;
- c. Reviewing and approving the Grant Disbursement Request Forms (Exhibit C) and distributing funds to the Grantee in accordance with Exhibit B, Attachment II Project Milestones and Disbursement Schedule if the milestones have been met;
- d. Providing project oversight and accountability (in conjunction with the Grantee); and
- e. Ensuring compliance with the applicable requirements of this Grant Agreement.

2. The Grantee is responsible for the following:

Development and implementation of defined project tasks as described below.

Minimum duties and requirements of the Grantee include to:

- i. Conduct a project kick-off meeting or conference call and maintain ongoing project coordination with the CARB Project Liaison;
- ii. Review, update, and submit to CARB quality assured criteria and toxic pollutant emissions data for stationary sources of criteria pollutant emissions and toxic air contaminants under the Grantee's jurisdiction;
- iii. Oversee the project budget and funds; and
- iv. Submit Progress Reports along with Grant Disbursement Requests, the draft Final Report, and the Final Report to CARB.

a. Project Development and Implementation

The Grantee's Scope of Work includes the following tasks and project elements:

- i. Review and update list of district facilities¹ currently in CARB's CEIDARS emission inventory database for calendar years 2008-2016. (Task 2).

If a district has not reported facilities to CEIDARS, the district should make a determination whether any facilities in their jurisdiction should be added to the database and report the required information per Section F.2.a.ii below, giving priority to facilities subject to CARB's Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR facilities).

¹ For purposes of this Grant Agreement, "facility" means a stationary source within the Grantee's jurisdiction that is a reportable source of criteria pollutant or toxic air contaminant emissions.

The Grantee must review the facilities in the CEIDARS database for calendar years 2008 - 2016 and provide CARB the operational status (active, inactive, closed, etc.) of each facility within the progress report submitted with the reimbursement request when Task 2 is complete. For inactive and closed facilities, the progress report must include the year when the facility last reported operations. In addition, the Grantee will work with CARB's emission inventory staff to remove closed facilities from the CEIDARS facility tables for the relevant years.

- ii. Review and, to the extent that the Grantee has the necessary data, update the following CEIDARS tables for each facility in operation between 2008 and 2016 (Task 4):
 - a) FACILITY tables (FAC) – The Grantee must review and update the name, address, geospatial coordinates and, to the extent available, other basic information for each emitting facility in CEIDARS.
 - b) Criteria and toxics EMISSION tables (EMS and TEMS) – These tables contain the actual emissions for each emitting process. For each pollutant emitted, the Grantee must review and, if data are available, update information on the amounts emitted annually.
- iii. Update and quality assure facility information and emissions data in the CEIDARS tables described in Section F.2.a.ii above for facilities that were in operation in inventory year 2017 or meet the reporting thresholds in Section F.2.a.iv below. (Task 3)

iv. Reporting Threshold.

The Grantee must report into CEIDARS annual criteria pollutant emissions for all facilities that emit 10 tons/year or more of any of the criteria pollutants listed in section F.2.a.v below. In addition, the Grantee must report annual toxic pollutant emissions data collected under the Grantee's AB 2588 Air Toxics Hots Spots Information and Assessment Act program for facilities with a prioritization score greater than 10, a cancer risk of 10 in a million or greater, an acute or chronic index greater than 1, or those emitting 10 tons per year of any single hazardous air pollutants (HAP) or 25 tons per year of any combination of HAPs.

v. Pollutants to be Reported.

When updating the CEIDARS emissions tables described in Section F.2.a.ii above, the Grantee must report emissions for the following criteria pollutants: total organic gases (TOG), nitrogen oxides (NOx), sulfur oxides (SOx), carbon monoxide (CO), particulate matter (PM), lead (Pb) and

ammonia (NH₃). In lieu of TOG and PM, the Grantee has the option of reporting reactive organic gases (ROG), and PM₁₀ and/or PM_{2.5}; however, if these three pollutants are not reported, CARB will calculate them based upon the respective TOG and PM speciation profiles. The Grantee must also report emissions of toxics pollutants that are listed in Appendix A-I through A-III of the "AB 2588 Air Toxics "Hot Spots" Emission Inventory Criteria and Guidelines" (located at <https://www.arb.ca.gov/ab2588/2588guid.htm>).

b. Project Kick-off and Ongoing Coordination

Before initiating work on the project, a one-time kick-off meeting or conference call will be held between the Grantee and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work. Ongoing Grantee coordination and review meetings with the CARB Project Liaison to discuss project status will be held as needed. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. These meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison. Project coordination and review meetings are the responsibility of the Grantee and should contain:

- i. Agenda for the meeting with conference call information;
- ii. Project status update;
- iii. Discussion of any difficulties encountered since the last project update meeting;
- iv. Discussion of project milestones and upcoming deliverables;
- v. Notification of any pending disbursement requests; and
- vi. Scheduling the next project update meeting.

c. Progress Reports

The Grantee must submit Progress Reports to CARB to accompany Grant Disbursement Requests. Reports may be submitted electronically and, at a minimum, must include:

- i. Progress Report number, title of project, name of Grantee, date of submission, and project Grant number;
- ii. Summary of work completed and in progress since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan;
- iii. Identified problems or concerns and proposed solutions, if applicable;

- iv. Grant funds remaining and expended; and
- v. Itemized invoice showing all costs for which reimbursement is being requested.

d. Final Report

The Grantee must submit a draft Final Report by March 1, 2019, and the Final Report by June 1, 2019. At a minimum, the draft and the Final Report must include the following:

- i. Accounting summary of funds expended;
- ii. Summary of work completed; and
- iii. Narrative of how the milestones have been met.

G. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is up to **\$20,267.00**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.
- b. The budget for this project is shown in Exhibit B, Attachment I. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.
- c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the project.

2. Grant Disbursements

All disbursements from the total Grant award will be made following CARB's review and approval of Grant Disbursement Request Forms documenting completion of project milestones.

- a. The Grantee must submit (via e-mail or regular mail) Grant Disbursement Requests to the CARB Project Liaison. A disbursement request must be made in conjunction with completed milestones documented in a Progress Report. Grant payments are subject to CARB's approval of Progress Reports and any accompanying deliverables. A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or

documented; a deliverable meeting specification has not been provided; claimed expenses are not documented, not valid per the budget, or not reasonable; or the Grantee has not met other terms of the Grant Agreement.

- b. The Division Chief of the Air Quality Planning and Science Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Air Quality Planning and Science Division or designee of CARB, are not reasonable or do not comply with the Grant Agreement. CARB will have sole discretion to accelerate the timeline for allowable disbursements of administrative and project funds identified in Exhibit B, Attachment II, necessary to assure the goals of the project are met.
- c. CARB will withhold payment of ten (10) percent of administrative funds until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- d. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code section 927, et. seq.

3. Suspension of Payments and Grant Agreement Termination

- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.
- b. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section H of these provisions.
- c. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Section K, General Grant Provisions.

4. Contingency Provision

In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

5. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)²; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

- a. The Grantee must maintain documentation of all project administration funds, including the following:
 - i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;
 - ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;
 - iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;
 - iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and
 - v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.
- b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its

² Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

designee. These records must be retained for a minimum of three (3) years after final payment under this grant agreement.

- c. The above documentation must be provided to CARB in the Final Report.

H. PROJECT MONITORING

1. Meetings with CARB

- a. Project kick-off: A one-time kick-off meeting or conference call will be held between the Grantee's key project personnel and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work.
- b. Ongoing coordination and review meetings: Ongoing Grantee coordination and review conference calls or meetings with the CARB Project Liaison to discuss project status will be held on an as needed basis.
- c. Site visits: Site visits may be established by the CARB Project Liaison during the term of this Grant Agreement.

2. Technical Monitoring

- a. Any changes to the Scope of Work or timeline for the project requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.
- b. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.
- c. In addition to Progress Reports, the Grantee must provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

I. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in Progress Reports submitted to CARB. A Final Report must be submitted after all project funds have been expended.

J. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee may recoup project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.
2. CARB or its designee reserves the right to audit at any time during the duration of this Grant Agreement the Grantee's costs of performing the Grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.
3. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for three (3) years after final payment under this Grant Agreement.
4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

K. GENERAL GRANT AGREEMENT PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement will be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
3. **Availability of Funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

4. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative(s) must have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant Agreement is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State audit records and interview staff in any Grant related to performance of this Grant Agreement.
5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, state, and county laws, rules, guidelines, regulations, and requirements.
6. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
7. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

The Grantee may have no interest, and must not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Agreement term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant Agreement.

The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Agreement term.

8. **Disputes:** The Grantee must continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within thirty (30) days of when the issue is first raised with CARB staff must be subject to resolution by the CARB Executive Officer, or his designated representative.

Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.

9. **Environmental justice:** In the performance of this Grant Agreement, the Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
10. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to track Grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
11. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire, or other casualty, etc.
12. **Governing law and venue:** This Grant Agreement is governed by and must be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement must be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
13. **Grantee's responsibility for work:** The Grantee must be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee must be responsible for any and all disputes arising out of its contract for work on the project, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
14. **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant award.

15. Independent Contractor: The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, must act in an independent capacity and not as officers, employees, or agents of CARB.

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

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

17. No third-party rights: The parties to this Grant Agreement do not create rights in, or grant remedies to, any third-party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.

18. Prevailing wages and labor compliance: If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee must monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

19. Professionals: For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

20. Severability: If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

21. Termination: In addition to the termination provisions in Section G.3 of this Grant Agreement, CARB may terminate this Grant Agreement by written notice at any time prior to completion of this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement. Upon termination, the Grantee must immediately return project funds to CARB.

22. Timeliness: Time is of the essence in this Grant Agreement. Grantee must proceed with and complete the Project in an expeditious manner.

23. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party must not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

EXHIBIT B

Work Statement

Budget Summary (Attachment I)
Project Milestones and Disbursement Schedule (Attachment II)
Project Schedule (Attachment III)

EXHIBIT B, Attachment I

Budget Summary

Grantee: Great Basin Unified Air Pollution Control District

Grant Agreement No.: G17-EIDG-09

Project: Quality Assurance Review of Point Source Emissions Data

Total Costs & Funding

Costs	Grant
Total Project Funds	\$20,267.00

EXHIBIT B, Attachment II

Project Milestones and Disbursement Schedule

Grantee: Great Basin Unified Air Pollution Control District

Grant Agreement No.: G17-EIDG-09

Project: Quality Assurance Review of Point Source Emissions Data

Task	Milestone Description	Scheduled Payment of Grant Funds
1	Execute Grant Agreement, District Resolution, Kick-Off Meeting	N/A
2	Update list of active, inactive and closed facilities in 2008-2016 calendar years	\$6,080.00 (30 percent)
3	Review and update facility information and emissions data for facilities that were in operation in 2017	\$6,080.00 (30 percent)
4	Review and update facility information and emissions data for facilities that were in operation between 2008 and 2016	\$6,080.00 (30 percent)
5	Submittal of Draft Final Report to CARB (no later than March 1, 2019)	N/A
6	Submittal of Final Report to CARB (no later than June 1, 2019)	\$2,027.00 (10 percent)
Grant Agreement Total Funding Amount		\$20,267.00

EXHIBIT B, Attachment III

Project Schedule

Grantee: Great Basin Unified Air Pollution Control District

Grant Agreement No.: G17-EIDG-09

Project: Quality Assurance Review of Point Source Emissions Data

Work Task	Timeline
Task 1a – Grant Agreement Execution	June 25, 2018
Task 1b – District Resolution	September 1, 2018
Task 1c – Kick Off Meeting	TBD
Task 2 – Update list of active, inactive and closed facilities in 2008-2016 calendar years	October 1, 2018
Task 3 – Update facility information and emissions data for facilities that were in operation in 2017	August 1, 2018
Task 4 – Review and update facility information and emissions data for facilities that were in operation between 2008 and 2016	December 1, 2018
Task 5 – Draft Final Report	March 1, 2019
Task 6 – Final Report	June 1, 2019

EXHIBIT C

(This is a draft sample form. Please contact program staff for final electronic version)

AB 197 DISTRICT GRANTS PROGRAM

GRANT DISBURSEMENT REQUEST FORM

General Information				
Project Name		Grant Number		
Grantee Name		Amendment #		
Contact Person		Fiscal Year		
Mailing Address		Disbursement #		
Phone Number		FAX Number		
Disbursement Request				
	Original Grant	Total Previous Disbursement	This Request	Remaining Balance
Project Funds				\$0
Processing/Admin Fees				\$0
Total	\$ -	\$ -	\$ -	\$0

Documentation attached for disbursement justification:

Project Funds ☐

Processing Fees ☐

Attachments:

I certify under penalty of perjury that the information contained in this Grant Disbursement Request Form and all attachments is correct and complete and is in accordance with the Grant Agreement. In addition, I hereby authorize the California Air Resources Board to make any inquiries to confirm this information.

Authorized Official

Print Name

Title

Signature

Date

FOR STATE USE ONLY		Date Request Received by CARB:	Date to Accounting:	Date to SCO:
CARB Project Liaison Approval				
Print Name		Signature	Date	
Grant Manager Approval				
Print Name		Signature	Date	
Total Disbursement:		Fund:	PCA:	
Total Disbursement:		Fund:	PCA:	
Total Disbursement:		Fund:	PCA:	



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

BOARD REPORT

Mtg. Date: July 12, 2018

To: District Governing Board

From: Christopher Lanane

Subject: Approve Purchase of One (1) Filter-Based PM2.5 Monitor and Three (3) TEOM Continuous PM10 Monitors from Thermo Fisher Scientific, A Sole-Source Provider, for \$98,000

Summary:

A replacement filter-based particulate matter monitor (Thermo Partisol) and replacement continuous monitors are needed for the District's Owens Lake monitoring network. The current instruments in use throughout the District are 15 to 20 years old. The monitors currently in use at the District's Keeler monitoring station have had many maintenance and repair issues that have plagued the monitors and resulted in both data losses and extensive staff time in attempting to repair them and keep them operating. The Tapered Element Oscillating Microbalance (TEOM) continuous monitors in the District were supposed to be supported by the manufacturer through 2020, however, staff has been told by the manufacturer's personnel that many replacement parts are already no longer available for those monitors. Data from these monitors provide Environmental Protection Agency (EPA) regulation required comparison data for the federal Particulate Matter (PM) 10 and PM2.5 standards and are crucial to determining the effectiveness of the dust controls installed at Owens Lake.

Financial Justification - Funds are available in the FY 2018-2019 SB 270 budget \$145,000 to cover the cost of replacement PM monitors.

Fiscal Impact - The cost of the particulate monitors is estimated to be \$98,000 to be taken from the FY 2018-2019 SB 270 Scientific Equipment budget. Item III.A

Board Action:

Staff recommends the Governing Board authorize the Air Pollution Control Officer to approve and sign purchase orders for the procurement of one (1) filter-based particulate matter monitor (Partisol 2025i-AV) and three (3) TEOM 1405 continuous PM10 monitors from Thermo Fisher Scientific, a sole-source provider, for \$98,000.

Consent Agenda (Action) - Approve Purchase of One (1) Filter-Based PM2.5 Monitor and Three (3) TEOM Continuous PM10 Monitors from Thermo Fisher Scientific, A Sole-Source Provider, for \$98,000

July 12, 2018– Agenda Item No. 3d – 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 12, 2018

To: District Governing Board

From: Nik Barbieri, Director of Technical Services

Subject: Approve Purchase of One (1) Draganfly Tango2 Fixed Wing Unmanned Aerial Vehicle from Draganfly Innovations Inc, A Sole-Source Provider, for \$64,613.61

Summary:

Since mid-2016 the District has been using multi-rotor Unmanned Aerial Vehicles (UAVs) to do a variety of compliance checks on the Owens Lake. The multi-rotor UAV is a key tool in measuring compliance of Tillage with Best Available Control Measure Backup (TWB²) areas of the Owens Lake using the Induced Particle Erosion Test (IPET) method developed by the District, and outlined in the 2014 Stipulated Judgment. UAVs may also be used to map other required performance criteria of TWB² including ridge spacing, furrow depth and to determine the presence of water. UAVs have also been used to map Brine areas, Dynamic Water Management areas, Managed Vegetation areas, calculate the volume of the Keeler Dunes, and monitor the shift of the dunes over time, as well as monitor the vegetation in the Dunes.

While the multi-rotor UAV is capable of performing the necessary mapping and imagery captures, often the areas the District is interested in monitoring are very large and because of the limited flight time of multi-rotor UAVs some areas can take days to perform. For most imagery acquisitions lighting, or time of day is very important. Because of this, recent vegetation mapping image acquisition of the Keeler Dunes Project took four days to complete. Due to the size of Owens Lake and the multifaceted use of the UAV, it has become clear that a UAV designed for longer flight times, capable of covering large areas will assist District staff and expedite data acquisition.

Draganfly, the manufacture of our current fleet of multi-rotor UAVs, has developed a fixed wing UAV called the Trango2 that is capable of flying for multiple hours per flight. The fixed wing airframe that Draganfly has developed is compatible with the payloads (different cameras) the District currently use with our other Draganfly models. This system would allow staff to acquire imagery of larger areas in a shorter timer period, allowing for more expedited compliance.

Over the past year the District has been working with Los Angeles Department of Water and Power (LADWP) staff looking at a variety of technologies to remotely analyze TWB² areas. Currently the City uses a plane-based LiDAR to map all of the TWB² areas. LiDAR is a remote sensing method

Consent Agenda (Action) - Approve Purchase of One (1) Draganfly Tango2 Fixed Wing Unmanned Aerial Vehicle from Draganfly Innovations Inc, A Sole-Source Provider, for \$64,613.61
July 12, 2018 – Agenda Item No. 3e – Page 1

that uses light in the form of a pulsed laser to measure distance. A comparison was conducted between plane-based LiDAR and the photogrammetry produced by our Draganfly UAV system for surveyed points in TWB² areas. The results showed that in most cases the UAV provided better results than the plane based LiDAR. Due to the large size of TWB² areas multiple flights over multiple days are required to capture an entire dust control area which can be complicated due to weather constraints and staffing. The Draganfly Tango2 fixed wing UAV will enable staff to collect large amounts of data in a short amount of time. The attached Purchase order is for the purchase of a Tango2 agriculture package and three days of onsite training from the manufacture.

Fiscal Impact:

The funds for this purchase order have been budgeted in the SB270 Dust ID Program for 2018-2019 and will come from SB270 Budget, Items III.A.

Board Action:

District staff recommends that the Governing Board approve the purchase of a Draganfly Trango2 fixed wing UAV and three days of onsite training from Draganfly Innovations Inc., a sole-source provider, for \$64,613.61, and authorize the Air Pollution Control Officer to sign the attached purchase order.

Attachment:

1. Purchase Order with Draganfly Innovations Inc. in the amount of \$64,613.61

GREAT BASIN

PURCHASE ORDER

Unified Air Pollution Control District Purchase Order No.

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 Draganfly Innovations Inc.

Address 2108 St. George Avenue

City/State/Zip Saskatoon, Sasjatchewan, S7M OK7, Canada

Phone 1(800) 979-9794 Fax: 1(306) 955-9906

Acct. No. 77632

Reference 5773

Ship to:

Name Nik Barbieri

Company Great Basin Unified Air Poll. Ctrl. Dist.

Address 157 Short Street Ste 6

City / State / Zip Bishop, CA 93514

Phone (760) 784-8082

Ship Via

Terms:1/4 Prepay - Check

P.O. Date: 12-Jul-18

Date Required: ASAP

Quantity	Units	Description	Unit Price	TOTAL
1	Unit	Draganflyer Tango2 series ag package	\$56,895.00	\$56,895.00
1	Unit	Discount for client supplied Rededge camera	-\$4,900.00	(\$4,900.00)
1	Unit	Training 3 day onsite training	\$7,600.00	\$7,600.00

SubTotal \$59,595.00

Shipping & Handling (estimate) \$400.00

Taxes: Rate: 7.75% \$4,618.61

TOTAL* \$64,613.61

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% III.A.

SB 270 _____

Geotherm _____ Monitoring

_____ Reviewed for PBC Policy (P. Kiddoo)

_____ Budget Log (S. Cash)

_____ Fiscal Services (Gilpin)

00 Purchase Order (Excel) 1/29/99

0



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 12, 2018

To: District Governing Board

From: Nik Barbieri, Director of Technical Services

Subject: Approve Purchase of Sand Motion Monitors for the Owens Lake and Mono Lake from Sensit, Inc., a Sole-Source Provider, for \$25,495.85

Summary:

The District's utilizes sand motion monitors called Sensits to determine the location and quantify the emissions from areas of the Owens and Mono lakebeds. The District currently has a Sensit network consisting of over 125 Sensits on the Owens Lake playa continuously collecting information. Each site is solar powered and is capable of storing, and sending data via radio to the office in Keeler. The District also operates fifteen Sensit sites on the northeast shore of Mono Lake.

The 2018-2019 SB 270 Projects Budget contains funds for maintaining and upgrading the existing sand motion monitoring networks on Owens and Mono Lakes. The purchase order with Sensit Inc. is for the purchase of 12 Sensits to replace and maintain existing sites. The District Board has previously designated Sensit Inc. as a sole source provider.

Fiscal Impact:

The funds for this purchase order have been budgeted in the SB270 Dust ID Program for 2018-2019. The funds for these purchase orders will come from SB270 Budget, Items II.I.

Board Action:

District staff recommends that the Governing Board approve the purchase of sand motion monitors for the Owens Lake and Mono Lake with Sensit Inc., a sole source provider, in the amount of \$25,495.85 and authorize the Air Pollution Control Officer to sign the attached purchase order.

Attachment:

1. Purchase Order with Sensit Inc. in the amount of \$25,495.85

PURCHASE ORDER

Unified Air Pollution Control District Purchase Order No.

**157 Short Street
Bishop, California 93514**

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

Federal Tax ID No. 43-2106258

This number must appear on all related correspondence & invoices.

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) 784-8082
Acct. No.		Ship Via	UPS
Reference	S120612	Terms	Net 30

P.O. Date: 12-Jul-18

Date Required: ASAP

Quantity	Units	Description	Unit Price	TOTAL
12	Units	Sensit Model H14-LIN	\$1,945.00	\$23,340.00

SubTotal	\$23,340.00
----------	-------------

Shipping & Handling (estimate)	\$347.00
--------------------------------	----------

Taxes: Rate:	7.75%	\$1,808.85
--------------	-------	------------

TOTAL*	\$25,495.85
---------------	--------------------

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

0

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

Geotherm _____	Monitoring

_____ Reviewed for PBC Policy (P. Kiddoo)

_____ Budget Log (S. Cash)

_____ Fiscal Services (Gilpin)



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 12, 2018

To: District Governing Board

From: Nik Barbieri, Director of Technical Services

Subject: Approve Purchase of GPS Equipment from Eclipse Mapping and GIS, a Sole-Source Provider, for \$13,792.74

Summary:

The District utilizes Global Positioning System (GPS) units for a variety of compliance and research task on Owens and Mono Lake. The current GPS units used by the District do not allow for the level of precision, including vertical accuracy that are important for compliance and research tasks including Best Available Control Measure (BACM) performance evaluations.

District staff researched many different manufactures and found that the Arrow Gold GNSS by EOS provided the accuracy desired. The GPS system uses the RTK (Real-Time Kinematic) surveying technology and is able to provide accurate coordinates down to the two-centimeter level. Alone these units can provide eight-centimeter vertical accuracy, but when paired with a base station they provide the two-centimeter or better accuracy. Owens Lake is located in a part of California that does not have base stations nearby, due to this fact, Eclipse Mapping and GIS was able to work out an offer with EOS where the District would be able to get a second (base unit) for ½ price. This will enable not only the District, but any agency using an RTK system to also obtain highly accurate GPS data. The attached purchase order is for the purchase of two EOS Arrow Gold GNS Kits from Eclipse Mapping and GIS. These units integrate seamlessly with the Districts current tablets and smart phones. EOS was the only manufacturer of an RTK survey system staff found that was able to use the Districts current hardware and provide the accuracy needed in the field.

Fiscal Impact:

The funds for this purchase order have been budgeted in the SB270 Dust ID Program for 2018-2019. The funds for these purchase orders will come from SB270 Budget, Items II.I.

Board Action:

District staff recommends the Governing Board approve the purchase of GPS equipment with Eclipse Mapping and GIS, a Sole-Source Provider, in the amount of \$13,792.74 and authorize the Air Pollution Control Officer to sign the attached purchase order.

Attachment:

1. Purchase Order with Eclipse Mapping and GIS in the amount of \$13,792.74

Consent Agenda (Action) - Approve Purchase of GPS Equipment from Eclipse Mapping and GIS, a Sole-Source Provider, for \$13,792.74

July 12, 2018 – Agenda Item No. 3g – Page 1

GREAT BASIN

PURCHASE ORDER

Unified Air Pollution Control District Purchase Order No.

157 Short Street

This number must appear on all related correspondence & invoices.

Bishop, California 93514

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

Federal Tax ID No. 43-2106258

Vendor:

Name Isaiah Mack
Company Eclipse Mapping and GIS
Address 2355 Westwood BLVD #1270
City/State/Zip Los Angeles, CA 90064
Phone (310) 882-3491
Acct. No.
Reference 1935

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) 784-8082
Ship Via UPS
Terms Net 30

P.O. Date: 12-Jul-18

Date Required: ASAP

Quantity	Units	Description	Unit Price	TOTAL
1	Unit	EOS Arrow Gold GNSS Kit	\$7,995.00	\$7,995.00
1	Unit	EOS Arrow Gold Base Station Kit (50% subsidized by I	\$4,750.00	\$4,750.00
SubTotal				\$12,745.00
Shipping & Handling (estimate)				\$60.00
Taxes: Rate: 7.75%				\$987.74
TOTAL*				\$13,792.74

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

0

BUDGET: Task # or budget category:
SB 270 100% SB 270 II.I-4

Geotherm _____ Monitoring

_____ Reviewed for PBC Policy (P. Kiddoo)

_____ Budget Log (S. Cash)

_____ Fiscal Services (P. Gilpin)



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 12, 2018

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Approve Resolution Setting Regular Board Meeting Dates, Times, and Locations

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." The Governing Board set the regular meeting date as the second Thursday of odd months, 10:00 AM, on July 13, 2016.

Recently, a conflict has come about for a couple of Board members with the formation of a new regional committee that meets on the same dates. Governing Board member Stump has requested that the Board consider changing the regularly scheduled meetings of this Board in order to accommodate.

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 was polled to see which dates were open in their schedules. Five of the seven Board members responded, and the only recurring date available that was common was the first Thursday of odd months. Therefore, staff recommends scheduling meetings for 10:00 am on the first Thursday of odd months.

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 first Thursday of odd months.

Attachment:

1. Resolution 2018-03 setting regular Board meeting dates, times and locations.

Approve Resolution Setting Regular Board Meeting Dates, Times, and Locations (Action)
July 12, 2018 – Agenda Item No. 4 – Page 1

RESOLUTION NO. 2018-03

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 **first Thursday of every odd month at 10:00 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.

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

Tori DeHaven, 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 12th day of July, 2018, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____, 2018.

Clerk of the Governing Board



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211

BOARD REPORT

Mtg. Date: July 12, 2018

To: District Governing Board

From: Tori DeHaven, Clerk of the Board

Subject: Consider Appointing Two People to the Vacant Positions on the District's Hearing Board to Serve a Three-year Term

Summary:

The District has three arms with different functions: The Governing Board, the Hearing Board and the Air Pollution Control Officer (APCO). The Governing Board (Board) is a legislative body that adopts the rules and regulations under which we operate. The Hearing Board is a quasi-judicial body that hears appeals from decisions of the APCO and grants temporary variances from District Rules and Regulations. The APCO is the official who enforces the rules and regulations passed by the Governing Board, parts of the State Health and Safety Code, Vehicle Code, and designated parts of the Federal Clean Air Act.

The five-member Hearing Board is appointed by the Governing Board as provided by California Health & Safety Code Section 40800. Hearing Board members serve three-year terms and ideally consists of a mix of members from all three District counties. Currently there are three members of the Hearing Board: Mr. Peter Pumphrey, Mr. William Richmond and Mr. Tom Sweeney. The Clerk of the Board has advertised for prospective Hearing Board members within the District. Recently, we received letters of interest from the following people: Mr. Michael J. Ahles (Mono County) and Mr. John Dukes (Inyo County). Of note, the District leases property in Keeler from Mr. Dukes for air monitoring equipment. The lease is for \$50/month plus electricity. Staff contacted the Fair Political Practices Commission regarding this possible appointment; the response is attached.

Fiscal Impact:

Hearing Board members are paid a stipend of \$100 per meeting attended as well as mileage.

Board Action:

Staff recommends the Board consider and appoint Mr. Michael Ahles and Mr. John Dukes to the two existing vacancies on the District's five-member Hearing Board.

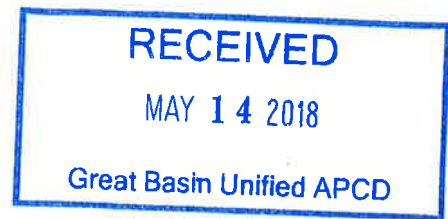
Attachments:

1. Letter of Interest from Mr. Michael Ahles received May 14, 2018
2. Letter of Interest from Mr. John Dukes received May 21, 2018
3. Email between Susan Cash and FPPC re: Dukes appointment

Consider Appointing Two People to the Vacant Positions on the District's Hearing Board (Action)
July 12, 2018 – Agenda Item No. 5 – Page 1

May 12, 2018

Tori DeHaven
Clerk of the Board
157 Short St,
Bishop, CA.



Dear Ms DeHaven,

I am interested in becoming a member of the Hearing Board of the Great Basin Unified Air Pollution Control District. I have lived in both Inyo and Mono County for the better part of 40 years, while currently residing in Crowley Lake.

Although I have minimal experience in the public service sector, being a member of a local R Pac Committee some years ago, I do have a history of successful business management in both counties. I also have a fairly comprehensive understanding of the history and current state of water in our area and its affects.

Our environment is of utmost importance to me. I believe the health of our environment is equal to the health of our lives and would be honored to be able to help maintain or secure our wellbeing in some way. Perhaps being a member of the Hearing Board is the Way.

As for references I believe Mono County Supervisor Mr. Fred Stump would confirm favorably of my integrity.

Best wishes in filling these vacant positions whoever is selected,

Yours Truly,


Michael J Ahles

=

To: Tori DeHaven
Clerk of the Board - GBUAPCD
157 Short Street
Bishop, CA 93514-3537



John Dukes
440 Old State Hwy
PO Box 221
Keeler CA 93530-0221

Dear Sirs or Madam,

Please consider this my letter of interest as a "Hearing Board Member" for Great Basin Unified Air Pollution Control District.

In the last 18 years my relationship with Owens Lake, now as a settled retiree, began with Barnard in the early days of encouraging the salt grass to resolve the dust problem.

Later as DWP moved to open their Sulfate office, south of Keeler, I retired to Keeler, that was around 2004.

Retiring in Keeler introduced me to local politics, the Keeler Community Fire District as well as the Water District, of which I am on both boards.

From Keeler's interest in water, came my current membership on the board of OVGA with its monthly meetings in Bishop.

As a Incorporated Engineer and D1 Certified individual I would like to augment my continuing interest in the air quality and the environment of Owens Valley, both as a volunteer and as a resident of North Western Keeler, Inyo County, CA.

Yours sincerely

A handwritten signature in black ink, appearing to read "John Dukes", written in a cursive style.

John Dukes IEng InstMC

ps. Not having a typewriter, I chose this font (American Typewriter) to comply as close as possible to your request.



Susan Cash <scash@gbuapcd.org>

RE: Hearing Board possible conflict

1 message

Advice <Advice@fppc.ca.gov>
To: Susan Cash <scash@gbuapcd.org>

Mon, May 21, 2018 at 2:54 PM

Dear Ms. Cash:

Queson:

You have asked whether the conflict of interest provisions of the Political Reform Act would prohibit the citizen at issue from being appointed to the District Board.

Answer:

No The Act's conflict of interest provisions apply to particular governmental decisions. (Sections 87100 and 87103.) The Act does not prohibit a person's appointment to a public office because that person may have a disqualifying conflict of interest with respect to a particular decision that will come before the agency in the future (such as a decision relating to the modification or renewal of the air monitoring equipment lease). Therefore, the Act does not prohibit the citizen's appointment. However, if appointed, that citizen may have a conflict of interest under the Act with respect to decisions relating to the air monitoring equipment. If necessary, you should seek further advice.

However, we note that other conflict of interest laws may apply. Therefore, we suggest that the citizen at issue, or counsel, review the District's "incompatible activities statement," "incompatible offices" under Government Code Section 1099, and Government Code Section 1090's prohibition on official taking part in a government contract in which the official is financially interested, among others.

Please contact me if you have additional questions or concerns relating to this matter.

Sincerely,

Maheew F. Christy

Commission Counsel

Fair Political Practices Commission

mchristy@fppc.ca.gov

916.322.5789

The Police Reform Act is contained in Government Code Sections 81000 through 91014. All statutory references are to the Government Code, unless otherwise indicated. The regulations of the Fair Police Practices Commission are contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations. All regulatory references are to Title 2, Division 6 of the California Code of Regulations, unless otherwise indicated.

This email advice is not a final decision of the Fair Police Practices Commission (the "Commission") and does not alter any legal right or liability, does not create an attorney/client relationship, nor does it provide immunity to the requestor under Government Code Section 83114. The Police Reform Act (Government Code Sections 81000 through 91014) and the Commission regulations (Sections 18110 through 18997) are on the Commission's website.

Formal written advice is offered by request and, in some cases, offers public officials a complete defense in any enforcement proceeding initiated by the Commission, and evidence of good faith conduct in any other civil or criminal proceeding. (Section 83114(b); Regulation 18329.)

Confidentiality Notice: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any review, use, disclosure, or distribution not authorized by the intended recipient(s) is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

From: Susan Cash [mailto:scash@gbuapcd.org]
Sent: Monday, May 21, 2018 1:45 PM
To: Advice <Advice@fppc.ca.gov>
Cc: Ann Logan <ann@gbuapcd.org>; Tori Dehaven <tdehaven@gbuapcd.org>
Subject: Hearing Board possible conflict

We have had a citizen request to be appointed to the Air Pollution Control District's Hearing Board. The District rents property from this citizen for placement of air monitoring equipment. We pay \$50/month plus electricity. Would this be a conflict and exclude him from appointment?

Thanks,

Susan Cash

Administrative Projects Manager
Great Basin Unified Air Pollution Control District
157 Short Street
Bishop, CA 93514
Telephone: 760.872.8211
E-Mail: scash@gbuapcd.org

Disclaimer: Public documents and records are available to the public as provided under the California Public Records Act (Government Code Section 6250-6270). This e-mail, and any responses, may be considered subject to the Public
Agenda Item No. 5 - Attachment 3

Records Act and may be disclosed to a third-party requester.



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 12, 2018

To: Governing Board

From: Tori DeHaven, Clerk of the Board

Subject: Travel Report

Summary:

Phill Kiddoo Ann Logan	May 10	Owens Lake Force Majeure Hearing	Sacramento, CA
Ann Logan	May 14 – 16	CAPCOA* Conference	Lake Tahoe, CA
Susan Cash	May 23 – 24	CAPCOA* HR & Fiscal Directors Spring Meeting	Santa Barbara, CA
Ann Logan	June 6 – 8	Supervisory Skills for the Private Sector	Sacramento, CA
Phill Kiddoo Ann Logan Matt Kingsley	June 13	Policy Meeting with LADWP	Los Angeles, CA
Phill Kiddoo	June 24 – 26	CSDA* Leadership Summit	Squaw Valley, CA

Board Action:

None. Information only.

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

**CSDA: California Special District Association*



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

BOARD REPORT

Mtg. Date: July 12, 2018

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Contracts Signed by the Air Pollution Control Officer

Summary:

The District's purchasing, bidding and contracting policy allows the Air Pollution Control Officer (APCO) to execute leases, contracts and purchase orders for consultant and contractor services when the value is less than or equal to \$10,000. The APCO can also execute contract change orders or amendments when the value of the change order is less than 10% of the contract price or \$25,000, whichever is less. The policy requires the APCO to inform the Board of all such contracts or leases at the Board's next meeting.

Since the last report to the Board, the APCO has executed the following leases, consultant and contractor contracts, or contract amendments:

TEAM Engineering – On June 18, 2018, the APCO signed Amendment #1 to the 2017-2018 contract with TEAM engineering. The amendment transferred \$70,000 allocated for Task 1 (on-Call Environmental Services) to Task 2 (Cultural Resource Task Force) and amended the schedule of fees to reflect changes to Task 2. The overall contract limit of \$220,000 did not change.

Board Action:

None. Information only.



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 12, 2018

To: District Governing Board

From: Susan Cash. Administrative Projects Manager

Subject: Woodsmoke Reduction Program Workplan

Summary:

The Woodsmoke Reduction Pilot Program (Program) is part of California Climate Investments, a statewide program that puts cap-and-trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities. Assembly Bill 1613 committed \$5,000,000 in funding for replacing uncertified, inefficient wood burning devices with cleaner burning and more efficient devices. Statute establishes investment minimums for disadvantaged and low-income communities and low income households. The Program is designed to help households replace an uncertified wood stove or insert used as the primary source of heat with a cleaner burning and more efficient device.

The California Air Resources Board (CARB) developed Program Guidelines for the implementation of the Program. The Program, implemented by CARB, will be administered by the California Air Pollution Control Officers Association (CAPCOA) in coordination with local air quality management districts. The Great Basin Unified Air Pollution Control District (District) will administer Program projects located in Alpine, Inyo, and Mono Counties. This work plan and attached documents outline how the District will administer the Program locally in order meet the goals and requirements of the Woodsmoke Reduction Pilot Program Guidelines and associated agreements with CAPCOA.

Fiscal Impact:

The District will receive \$225,000 in program funds.

Board Action:

Information only.

Attachment:

1. Woodsmoke Reduction Program Workplan dated June 1, 2018

Air Pollution Control District



Woodsmoke Reduction Program Program Workplan

June 1, 2018



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INTRODUCTION

The Woodsmoke Reduction Pilot Program (Program) is part of California Climate Investments, a statewide program that puts cap-and-trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities. Assembly Bill 1613 committed \$5,000,000 in funding for replacing uncertified, inefficient wood burning devices with cleaner burning and more efficient devices. Statute establishes investment minimums for disadvantaged and low-income communities and low-income households. The Program is designed to help households replace an uncertified wood stove or insert used as the primary source of heat with a cleaner burning and more efficient device. The California Air Resources Board (CARB) developed Program Guidelines for the implementation of the Program. The Program, implemented by CARB, will be administered by the California Air Pollution Control Officers Association (CAPCOA) in coordination with local air quality management districts. The Great Basin Unified Air Pollution Control District (District) will administer Program projects located in Alpine, Inyo, and Mono Counties. This work plan and attached documents outline how the District will administer the Program locally in order meet the goals and requirements of the Woodsmoke Reduction Pilot Program Guidelines and associated agreements with CAPCOA.

I. Program Goals and Objectives

The Program furthers the goals of AB 32 and reduces GHG emissions by offering incentives toward the replacement of existing uncertified residential wood burning devices used for space heating with certified, high-efficiency devices. To be eligible for the Program, a homeowner or renter (Applicant) must use an uncertified wood stove or wood insert as a primary heat source. The incentive amount will depend on where the property is located and the Applicant's household income, with some households qualifying for full replacement cost. The Program will track households in disadvantaged¹ or low-income² communities and low-income³ households and has the goal to distribute 75 percent of total funding to these populations. Applicants who can demonstrate low-income eligibility based on household income will qualify for higher incentives.

The existing uncertified wood stove or wood insert must be replaced with a certified wood stove or insert, a natural gas or propane heating device, or an electric heating device. The Program will achieve GHG emission reductions from the increased efficiency and reduced emissions of the newly installed devices. United States Environmental Protection Agency (U.S. EPA) certified wood stoves burn more cleanly and efficiently, thereby reducing greenhouse gas and particulate matter emissions.

¹ Disadvantaged community census tracts are those identified by CalEPA using CalEnviroScreen 2.0. Maps of disadvantaged communities are available at <http://www.calepa.ca.gov/EnvJustice/GHGInvest/>

² For the purpose of this program, low-income communities are census tracts with a median household income at or below 80 percent of the statewide median household income or with a median household income at or below the threshold designated as low-income by CA Department of Housing and Community Development's (HCD) State Income Limits adopted pursuant to the Health and Safety Code Section 50093. A final map of low-income communities is under development and is currently available in draft form at: <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/lowincomemapfull.htm>

³ For the purposes of this program, low-income households are those with household incomes at or below 80 percent of the statewide median household income or with household incomes at or below the threshold designated as low-income by the CA Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093. Districts will be responsible for verifying household income eligibility.

The replacement device must be installed by a professional, appropriately licensed stove installer (Installer) and meet local fire and building codes. To ensure that the reductions in emissions are permanent, any stove removed through this program must be rendered permanently inoperable and recycled. The Program will include outreach and educational components to both inform residents about the benefits of switching to cleaner burning home heating devices and train them on the proper operation and maintenance to maximize the device efficiency and minimize pollutant emissions.

II. Project Eligibility and Performance Standards

This Program provides incentives for one replacement per household. The replacement device must be a primary source of heat in the house. The Program is available to both homeowners and renters. In the case of rental properties, formal approval from the property owner will be required as part of the approval process. Retroactive rebates are not available under this program, so Applicants who remove the old device or purchase a new replacement device prior to being approved for this Program will be disqualified. The old, uncertified device must be rendered permanently inoperable and recycled before payment can be issued to the Installer.

Existing Wood Stove

To be eligible for the Program, the Applicant must rely on an existing stove, insert, or fireplace that is uncertified, operational, and used as a primary source of heat in the residence. In order to determine if the existing stove qualifies for the program, the Applicant may do the following:

- Determine when the stove was installed. Stoves installed prior to 1988 do not comply with the particulate emission standards and therefore qualify for this Program.
- Check the stove model against the U.S. EPA list of current and historically certified wood stoves found on the [List of EPA Certified Wood Stoves](https://www.epa.gov/compliance/list-epa-certified-wood-stoves).⁴
- Check the back of the stove for a certification label. Stoves which do not have any label describing particulate matter emission standards qualify for this Program. Wood stoves certified by the U.S. EPA to comply with the particulate emission standards are not eligible for this Program. These stoves will have a label permanently affixed to them stating that the stove is certified to comply with 1988, 1990, or 2015 standard.

The Applicant will certify the eligibility of their current wood stove on the Voucher Application Form. The application will be reviewed by the District to determine if preliminary qualification requirements have been met. The stove's eligibility will be verified by the Installer during an in-home estimate.

Replacement Device

The uncertified wood stove or wood insert must be replaced by a cleaner-burning and more efficient device. Applicants may select one of the following replacement options:

- U.S. EPA certified wood stove or wood fireplace insert with emission rates not to exceed 4.5 grams/hour and 2.5 grams/hour for non-catalytic and catalytic stoves, respectively;
- Natural gas home heating device;

⁴ <https://www.epa.gov/compliance/list-epa-certified-wood-stoves>

- Propane gas home heating device or;
- Electric home heating device.

The replacement device must be installed by a professional, appropriately licensed Installer participating in this Program. The installation must adhere to all applicable local and State building codes. A list of participating Installers will be established by each participating District. Self-installation of heating devices will not be allowed under this Program. Any building permits or other required approvals shall be obtained per local or State ordinances and shall be the responsibility of the Installer or the Applicant. The Applicant will also agree to receive training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance.

Installers interested in participating in this program must agree to the terms and conditions of this Program by signing an agreement with the District. Only installers who have a signed agreement with the District will be eligible to participate in the Program.

III. Voucher Amounts

Enhanced Incentive Vouchers

Applicants that are eligible for Enhanced Vouchers will receive a voucher that will cover all eligible project costs up to an initial maximum of **\$4,000**. The Enhanced Voucher amount can be increased on a case by case basis if the Retailer can show through an estimate submitted to the District prior to starting work that extraordinary circumstances require additional funds. Extraordinary circumstances may include mandatory code or fire safety upgrades, the need to heat a home with large square footage, or unusual configurations. If the District approves the estimate, the Voucher amount will be amended by the District. Designer upgrades and work not necessary for the safe operation of the new device will not be considered. Eligible project costs include the cost of the new device including sales tax, installation including any parts, materials, permits, or labor required for the safe and legal installation of the device, and disposal of the old stove or insert. All eligible costs must be supported by appropriate documentation. The Installer will be required to provide a base estimate for the installation of a basic model that will be safe, clean-burning, and efficient. Upgrades above the base estimate will be paid by the Applicant. Districts will pay the Retailer the approved incentive amount. Any additional balance due will be paid by the Applicant.

Applicants are eligible for the Enhanced Voucher if the wood-burning device is in a census tract within Alpine, Inyo, or Mono Counties designated as a Low Income Community or Disadvantaged Community. Low income communities are identified on the maps attached as well as at <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/lowincomemapfull.htm>

Applicants may also demonstrate their income eligibility by submitting proof of participation in one of the following low-income assistance programs:

- U.S. Department of Agriculture Women, Infants and Children (WIC) Program;
- U.S. Department of Health and Human Services Low Income Energy Assistance Program (LIHEAP);
- California Alternate Rates for Energy (CARE) Program with any utility company;

Applicants with household incomes between 60 and 80 percent of MHI do not typically qualify for the programs listed above. Therefore, to qualify for the Low Income Qualified Voucher, the Applicant will have to demonstrate their income eligibility directly to the District. This could be accomplished by presenting pay stubs, tax returns, or other documentation for each person living in the residence and, if qualifying using the HCD low-income limits, reporting the number of people in the household. Currently under MHI, any household in the District with income not exceeding \$40,350 is considered low-income. The HCD low-income limits vary depending on the county and household size. See footnotes on page 3.

Standard Incentive Vouchers

Applicants not eligible for the Enhanced Voucher will be eligible for a Standard Incentive Voucher amount of **\$2,000**. The voucher may be used towards eligible project costs.

IV. Reporting

CAPCOA and the Districts will be responsible for reporting and recordkeeping. All reports must be consistent with the quantification methodologies⁵ and reporting guidance⁶ developed by CARB and the requirements established in these Program Guidelines. Some reported project information will be publicly available on the CARB website, including the amount of funding that is being spent on projects that benefit disadvantaged communities, low-income communities, and low-income households.

In order to document and calculate reductions in GHG, black carbon, and criteria pollutants emissions, and document other co-benefits and benefits to disadvantaged communities, low-income communities, and low-income households, Districts will be responsible for collecting, maintaining, and reporting to CAPCOA the following information for each replacement device.

- Tracking number for each device;
- Location of replaced device;
- Incentive amount and, if applicable, verification that Applicant qualifies for an Enhanced Incentive based on the location of the property in a disadvantaged or low-income census tract or Applicant's household income;
- Criteria the project meets for benefiting a disadvantaged community, low-income community, or low-income household and description of how the project meets a community need;
- Type of wood stove being replaced;
- Replacement device type and model;
- Quantity of wood burned annually before replacement;
- Replacement device emission rates and efficiency (if available);
- Installation date;
- Verification of destruction of uncertified stove (including recycling if available locally) or, where applicable, verification of rendering fireplace and chimney permanently inoperable;
- Verification that the resident was trained on following best practices in wood storage, wood burning for residential space heating, and device maintenance requirements of a new device;
- GGRF dollars spent

⁵ Available at www.arb.ca.gov/cc/quantification

⁶ Available at www.arb.ca.gov/cc/fundingguidelines.

- Information on jobs and training opportunities created and whether employees are residents of disadvantaged or low-income communities or low-income households.

Each wood stove replacement must include all of the parameters necessary for quantifying the reductions. Record keeping and tracking will be retained by the District for three years after the “Project Closeout” report is submitted by CAPCOA. In order to have sufficient time to process final payments and to close out the grant agreement, the District must submit all deliverables and payment requests within 45 days after the project performance period.

The District will provide quarterly progress reports detailing project information and payments in a format approved and provided by CAPCOA, which at a minimum shall include the information necessary to satisfy the reporting and recordkeeping provisions of sections 8 and 10 of the state Program Guidelines. The District agrees to advise CAPCOA if its program is underperforming, and to undergo efforts to improve the performance of the program in order to expend the funding in a timely manner or return to CAPCOA unused funds. The District will return the funds within 45 days of a request from CAPCOA.

The table below includes important reporting milestones.

Task	Milestone Description	Scheduled Payment of Grant Funding	
		Project Funds	Administrative Funds
1	Execute Grant Agreement (no later than June 1, 2018)		
2	Submit project plan for approval		
	Project plan approval	Receive project funds	
3	Begin installations		
4	Submit quarterly reports		Receive administrative funding less 10% withholding
5	Complete installations		
6	Final payment requests submitted to CAPCOA (no later than December 31, 2019)		
7	Submit “Closeout” report (no later than January 31, 2020)		Remaining 10% administrative withholding

V. Workflow

The following workflow will be used to expend funds in a timely manner and to track information required by CARB and CAPCOA:

1. Prior to Program implementation, the District will train Participating Retailers and sign the Retailer Agreement. The District will also conduct outreach to notify the public about the Program.
2. The application process begins when the applicant completes the Voucher Application Form. Voucher applications will be available through the District office, the District website (www.gbuapcd.org) and at Participating Retailers.
3. District Staff will review the application for completeness. If the Applicant supplies personal financial information or information about enrollment with other low-income assistance programs to qualify for an Enhanced Voucher, District Staff will review the documents to verify eligibility and return those documents to the Applicant. The District will not retain sensitive financial information regarding the Applicant. If such records are delivered to the District, District Staff will destroy or return sensitive financial information immediately after review for eligibility.
4. Vouchers will be issued in the order received, with an expiration date of four (4) weeks from issuance.
5. Vouchers will be accepted by Participating Retailers at the time of sale and applied as a discount. Retailers will notify the District of a sale once the customer has signed a contract or entered into a binding purchase agreement. For Enhanced Vouchers, retailers will provide the District a cost estimate for District approval prior to installation.
6. Installation must be completed by a licensed contractor with a valid building permit within 90 days of purchase. The retailer / installer will complete the Voucher Tracking Form to track progress. When the old device is delivered to the recycler, the Recycler Certification Form will be completed.
7. Retailers will provide training to the applicant to ensure the new device is properly operated and maintained to maximize energy efficiency and achieve the lowest possible emission rates. The Acknowledgement of Training Form will be used to document the training requirement.
8. Retailers will be reimbursed by the District once the installation is complete, the replaced device is properly dismantled and recycled, and required documents are submitted to the District.
9. The District will submit the required documentation and reports to CAPCOA and retain all necessary Program information.

VI. Attachments

1. Voucher Application Checklist Cover Letter
2. Voucher Application Form
3. Voucher
4. Retailer Checklist Cover Letter
5. Voucher Tracking Form
6. Recycler Certification Form
7. Owner / Tenant Agreement for Rental Properties
8. Retailer Agreement
9. Acknowledgement of Training Form
10. Maps of District AB 1550 Communities – Alpine County, Inyo County, City of Bishop, and Mono County



Great Basin Unified Air Pollution Control District

Woodsmoke Reduction Program VOUCHER APPLICATION PACKET



Staff contact: Susan Cash - scash@gbuapcd.org – 760.872.8211

Applications will be accepted beginning July 1, 2018

IMPORTANT CHECKLIST

You must provide the following in order for your application to be accepted:

- ☐ Photograph of your old wood-burning device – the one being replaced (currently installed in the home and operational)
- ☐ Complete **all** entries on application
- ☐ Sign application
- ☐ Return application to the District

To qualify for an Enhanced Voucher, choose one
(backup documentation required):

- ☐ Project is located in a [Low Income or Disadvantaged Community](#)¹
- ☐ Applicant participates in a Low Income program (WIC, CARE, LIHEAP)
- ☐ Low Income Household

Additional form required if the wood-burning device is located
within a rental home:

- ☐ Owner / Tenant Agreement

¹ <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/lowincomemapfull.htm>



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

**WOODSMOKE REDUCTION PROGRAM
VOUCHER APPLICATION FORM**



HOW THE VOUCHER PROGRAM WORKS

1. The Great Basin Unified Air Pollution Control District (District) is offering vouchers to replace non-EPA certified wood stoves, fireplace inserts, or open-hearth fireplaces **used as a primary source of heat** with new, cleaner burning devices. The new device may be an EPA certified woodstove or insert, a natural gas or propane heating device, or an electric heating device.

Applications for rebate vouchers will be accepted until project dollars are depleted. **Please include a photo of the currently installed older stove, fireplace insert, or fireplace.** The completed applications must be signed by the homeowner (and tenant if applicable) and submitted to the District.

2. The Standard Voucher is valued at **\$2,000**. Please be aware that the Standard Voucher amount **will not** cover the entire cost of the new EPA certified device, installation, required permits and any code upgrades that may be required.
3. The Enhanced Voucher is valued at **\$4,000**. Applicants are eligible for an Enhanced Voucher if the project is in a [Low Income or Disadvantaged Community](#)¹, if the applicant participates in a Low Income program (WIC, CARE, LIHEAP), or if the household income is below State Income Limits for Low Income. The applicant can bring supporting documents for District review when submitting the application.
4. The program is available to both homeowners and tenants. In the case of rental properties, formal approval from the property owner will be required as part of the Application
5. The applicant may redeem the voucher from participating retailers only. The voucher must be redeemed within four (4) weeks from the date of issuance. The voucher expiration date may be extended at the discretion of the District. Vouchers will be applied as an instant rebate off the total price of the stove. The applicant will schedule an in-home estimate with a participating retailer. The retailer will verify the stove's eligibility and present an estimate to the Applicant. No retroactive rebates are allowed.
6. New devices must be professionally installed by a licensed installer in accordance with local fire and building codes. A building permit must be obtained prior to installation of the new device if required by the city or county building department. No do-it-yourself installations are allowed under this program. Installations must occur within ninety (90) days of voucher redemption. The installation expiration date may be extended at the discretion of the District.
7. Older stoves that were replaced through the program must be permanently removed from service and surrendered to the participating retailer, who will render them inoperable and coordinate their disposal and recycling. The participating retailer will take a photo of the older stove prior to removing it and upon its destruction, and will also take a photo of the replacement stove after it is installed.
8. Participating retailers and/or their licensed installers will provide training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance.

¹ <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/lowincomemapfull.htm>

9. This voucher program was supported by the California Climate Investments (CCI) Program. This voucher program is subject to state requirements and agreements with the California Air Resources Board (CARB) and the California Air Pollution Control Officer's Association (CAPCOA).

HOW TO APPLY

All sections of the Voucher Application Form (pages 3 and 4) must be completed. A copy should be retained by the Applicant for his or her records. The voucher program is not responsible for materials lost by mail. Please review the program terms prior to signing below. Submit your completed application with attachments by email, mail, or hand delivery to:

Great Basin Unified Air Pollution Control District
Woodsmoke Reduction Program
157 Short Street
Bishop, CA 93514

scash@gbuapcd.org

VOUCHER APPLICATION FORM

Applicant Information:

Name: _____

Physical Home Address: _____

Mailing Address (if different): _____

Phone Number: _____ Email (if available): _____

Existing Wood Burning Device:

Make/Model: _____ Year Manufactured/Age: _____

☐ I have included a photograph of my old device to be replaced

My old device is a (check one):
☐ Non-certified freestanding woodstove
☐ Non-certified woodstove insert

New device to be installed (check one):
☐ EPA certified woodstove/insert
☐ Propane ☐ Electric

Incentive Level:

- ☐ Standard Incentive: \$2,000
- ☐ Enhanced Incentive: \$4,000 (indicate qualification below – backup documentation required)
- ☐ Located in a Low Income or Disadvantaged Community (see link to map on page 1 or attached District maps)
 - ☐ Proof of participation in a federal or state income assistance program (WIC, CARE, LIHEAP)
 - ☐ Low Income without participation in assistance program(s)

Additional Information:

1. How did you hear about the Program?

2. Why are you applying? (Please check all that apply.)
☐ Not satisfied with current device
☐ To reduce pollution
☐ To save money
☐ Other: _____
3. Was the rebate a significant factor in replacing your stove? ☐ Yes ☐ No
4. In a typical heating season, how many cords of wood do you typically burn? _____
5. Is your current device used as a primary source of heat (>50% winter use)? ☐ Yes ☐ No

VOUCHER APPLICATION FORM (continued)

APPLICANT CERTIFICATION:

I certify the following:

- a. I understand that only a currently installed and operating non-EPA certified wood burning devices used as a primary source of heat is eligible to be replaced under this program.
- b. I understand that participants are limited to receiving one rebate voucher per address.
- c. I understand that applications are processed in the order they are received. Rebates will be distributed on a first-come, first-served basis. Funding is limited; rebates are not guaranteed. The voucher will only be valid for four (4) weeks from the date of its issuance. No retroactive rebates are available. Voucher expiration date may be extended at the discretion of the District.
- d. I understand that applications may only be accepted for devices located in Alpine, Inyo, and Mono counties of California.
- e. I understand that if I qualify, I will receive a voucher and a current list of participating retailers who will honor the voucher if it is submitted by the expiration date written on the voucher.
- f. The participating retailer who installs the new device is responsible for properly dismantling and disposing of the old device.
- g. If I choose to replace a device with funds from this program, I will make a commitment to purchase a device from a participating retailer within the four (4) week period and authorize the retailer to forward to the District a notification of the purchase agreement, with verification that my existing wood burning device is not EPA-certified.
- h. I understand that devices purchased with funds from this program will be professionally installed by a licensed installer and that there may be additional costs for installation including a permit from my community for installation. Installations must comply with all local fire and building codes. The installation must be coordinated and certified by the participating retailer and must be completed within ninety (90) days of redeeming the voucher. Installation expiration date may be extended at the discretion of the District.
- i. I understand that I am responsible to pay the retailer for the purchase price of my new device, less the voucher amount.
- j. I understand that I will forfeit my voucher if I provide the District with false information or fail to obtain any required permit or if the required information is not submitted to the District prior to the expiration date listed on the voucher.
- k. The District does not warranty any devices purchased under this voucher program, including, but not limited to, the quality or functionality of the device.
- l. I understand that proper wood burning practices (e.g., burning only dry, seasoned wood) and proper stove installation and operation (e.g., maintaining a hot fire) are critical to the effectiveness of my new device. I further agree to receive training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance from the participating retailer or installer.
- m. I understand that the District, CAPCOA, and the State of California may inspect all work and associated records with 30-day advanced notice.
- n. Applications will be treated in accordance with Public Records Act requirements. Certain information, subject to those requirements, may be publicly disclosed.

Applicant/Owner Name (Print): _____

Applicant/Owner Signature: _____

Date: _____



Great Basin Unified Air Pollution Control District
Woodsmoke Reduction Program
VOUCHER



Voucher Type: ☐ Standard Voucher (\$1,000) ☐ Enhanced Voucher (not to exceed \$3,500 unless amended by District)

For District Use Only			
Voucher #		Date Issued	
Amount		Expiration Date*	

Customer Name

Customer Signature

Date

*Voucher must be **redeemed** within four (4) weeks of date of issue.

To be Completed by the retailer and returned to the Great Basin Unified Air Pollution Control District

Retailer Name:	Phone Number:
Customer Name:	Phone Number:
Customer Address:	
City, State, Zip:	
Date of Sale:	
Retailer Signature:	Date:
Existing Device Information (Make, Model, Serial Number, and type such as uncertified wood stove or insert)	
Manufacture Date of Device Replaced (year)	

For District Use Only

Voucher Disclaimer

- The value of the Standard Voucher is \$1,000 or up to \$3,500 (unless amended by District) for the Enhanced Voucher to cover eligible project costs.
- Eligible project costs include the cost of the new device including sales tax, installation including any parts, materials, permits, or labor required for the safe and legal installation of the device, and disposal of the old stove or insert.
- This Voucher is valid for the following:
 - Replacement of a non-certified wood stove/insert used as a primary source of heat with an EPA certified wood stove/insert, propane stove/insert, or electric stove/insert.
- The residence must be located within Alpine, Inyo, or Mono County.
- This Voucher cannot be redeemed by the applicant for cash. It only can be used in conjunction with the purchase of a new qualified device from a **Participating Retailer**. A Voucher given to a non-participating retailer shall not be accepted and the Voucher amount will not be honored by Great Basin Unified Air Pollution Control District.
- The Voucher is not valid until signed by the customer.
- This Voucher must be given to the **Participating Retailer** at the time of purchase of the new appliance. If you do not provide the **original** voucher to the Participating Retailer at the time of purchase, the Participating Retailer will not be obligated to give you the discount at the time of purchase or at a later time.
- Funding for the Voucher is first come, first served. The Voucher will only be valid for four weeks from date of issuance.
- The device must be installed by a licensed Installer, **not** the Home Owner.
- This Voucher will be forfeited if false information is provided to the District or if the required information is not submitted to the Great Basin Unified Air Pollution Control District prior to the expiration date listed on the Voucher.
- This voucher program is supported by the California Climate Investments (CCI) Program.



Great Basin Unified Air Pollution Control District
**Woodsmoke Reduction Program
RETAILER PACKET**



Staff contact: Susan Cash scash@gbuapcd.org 760.872.8211

IMPORTANT CHECKLIST

You must provide the following in order to receive reimbursement:

- ☐ Signed Original Voucher
- ☐ Voucher Tracking Form
- ☐ Recycler Certification Form
- ☐ Acknowledgement of Training Form
- ☐ Pre and Post Installation Photos
- ☐ Copy of In-home Estimate
- ☐ Copy of Final Invoice
- ☐ Building Permit



Great Basin Unified Air Pollution Control District
WOODSMOKE REDUCTION PROGRAM
VOUCHER TRACKING FORM



This form is to be completed by participating retailers and sent to:
Great Basin Unified Air Pollution Control. 157 Short Street, Bishop CA 93514

Date: _____ Voucher #: _____ Building Permit #: _____

Customer's Name: _____

New Device

Manufacturer: _____ Emissions Rate (g/h): _____

Model: _____ Heating Efficiency (%): _____

New Stove Type: ☐ Wood (catalytic) ☐ Wood (non-catalytic)
 ☐ Natural Gas ☐ Propane ☐ Electric

Retailer Name: _____ Phone: _____

Retailer Address: _____

City: _____ State: _____ Zip: _____

Installation

Name of Licensed Installer: _____ License #: _____

Date Work Completed: _____

Old Non-EPA Certified Wood Stove

Manufacturer: _____

Model: _____

Year Manufactured / Approximate Age (years): _____

Please initial the following statements:

I certify that the old device was **not** EPA-certified _____ Yes ☐

I certify that the old device was in working condition prior to replacement: _____ Yes ☐

I certify that the installed device was new and EPA-certified (if wood): _____ Yes ☐

I certify that the applicant received training on proper wood storage and wood burning practices
(if applicable) and device operation and maintenance. _____ Yes ☐

Recycling (for Replacement Projects):

Residence where stove was removed from:

Owner: _____

Address: _____

Name of person delivering old stove to recycler: _____

Please initial the following statements:

I certify that the old wood stove has been removed from the residence: _____ Yes ☐

I certify that the old wood stove's doors have been removed and hinges destroyed prior to the stove's release to a recycling facility: _____ Yes ☐

I certify that the old wood stove has been released to a recycling facility and that the stove is to be destroyed (recycler to sign Recycler Certification Form): _____ Yes ☐

I certify that the information contained on this tracking form is accurate and the form is completely filled out. I also agree that I must meet the program requirements and be a participating retailer in order to receive reimbursement from the Great Basin Unified Air Pollution Control District in Bishop, California. This form must be submitted with **ALL** sections completed along with the completed voucher, a copy of the in-home estimate and final invoice, recycler certification form, acknowledgement of training form, building permit, and photograph of stove **prior** to removing it **AND** of newly **installed** hearth appliance in order to receive reimbursement.

Name of Participating Retailer Representative: _____

Signature: _____ **Date:** _____

To assure quick processing, please make sure you send all items listed.

Checklist:

- ☐ Voucher signed and enclosed
- ☐ Pre and post installation photos
- ☐ Copy of in-home estimate
- ☐ Copy of final invoice
- ☐ Recycler Certification Form
- ☐ Acknowledgement of training form
- ☐ Your signature (on this form)
- ☐ Building Permit

Mail or drop off original documents to:

Great Basin Unified Air Pollution Control District
157 Short Street
Bishop, CA 93514

Or email to: scash@gbuapcd.org



Great Basin Unified Air Pollution Control District

WOODSMOKE REDUCTION PROGRAM

RECYCLER CERTIFICATION FORM



Name of Homeowner and Voucher Number_____

.....

For Completion by Recycler:

Date: _____

Make and Model # of Stove delivered for recycling:

I certify that this stove was delivered to:

Name of Recycler

and will be destroyed, rendered usable only as scrap, and recycled.

Printed Name:_____ Signature: _____



Great Basin Unified Air Pollution Control District WOODSMOKE REDUCTION PROGRAM OWNER/TENANT AGREEMENT



Parties: This Owner/Tenant Agreement (Agreement) is for services between

Current Tenant _____

and the

Owner _____

concerning the real property located at

Address

City

State

Zip Code

Grant Award: The subject matter of this Agreement is the Woodsmoke Reduction Program. This voucher is available to Owner/Tenants for the replacement of a non-EPA certified wood burning device that is currently in operation and used as a primary source of heat with an EPA certified wood stove, woodstove insert, gas heating device, or electric heating device.

Whereas Owner and Tenant recognize the need for replacing a non-EPA certified wood burning devices with an EPA certified device to provide more efficient heating and less emissions into the home and the community.

Whereas Owner and Tenant desire to cooperate in participating in the Woodsmoke Reduction Program using funds from the California Climate Investments.

Now, therefore, owner and tenant agree as follows:

1. To allow District-approved Participating Retailers and their licensed Installers into the property noted above for inspection, estimate, installation and permitting. This includes allowing photos to be taken of the old, non-EPA certified device before removal and photos of the new EPA certified device after installation.
2. The Owner shall not raise the rent of the unit for a period of two (2) years or evict the unit's resident because of increased value of the unit due solely to the newly installed device.
3. Either Owner or Tenant may complete an application for the Woodsmoke Reduction Program. Both parties must review the application and agree to the items on page 3 "Applicant Certification." Submission of an application does not guarantee funding.
4. The Tenant shall not take possession of the device upon vacating the real property noted above. The new EPA certified device must stay with the property and belongs to the owner.

5. The Tenant agrees to receive training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance from the Participating Retailer or licensed Installer.

I hereby certify that I understand the conditions and requirements for participation in the District's Woodsmoke Reduction Program and agree to fulfill the requirements and comply with the conditions in this agreement. I understand that if any documents are incomplete or falsified, I will be disqualified from the program.

The undersigned represent that they have the authority of their respective parties to execute this Agreement.

Signature Tenant: _____ Date: _____

Printed Name/Title

Signature Owner: _____ Date: _____

Printed Name/Title

Owner's Mailing Address:

Address *City* *State* *Zip Code*



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT WOODSMOKE REDUCTION PROGRAM RETAILER AGREEMENT



Parties: This Retailer Agreement (“Agreement”) is for services between Great Basin Unified Air Pollution Control District (“DISTRICT”), and

(hereinafter called “Subrecipient”), effective as of the last date indicated below.

Subject Matter: The subject matter of this Agreement is the Woodsmoke Reduction Program. Detailed services to be provided by the Subrecipient pursuant to this Agreement are described in Attachment A, which is incorporated by reference herein.

Maximum Amount: In consideration of the services to be performed, the DISTRICT agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment A, a sum not to exceed \$2,000 per Standard Voucher; or no greater than \$4,000 (unless amended by the District) towards eligible project costs for Enhanced Vouchers.

Agreement Term: The period of Subrecipient’s performance shall begin upon date of execution, signified by the date of signature by the DISTRICT, and end on or before June 30, 2020 or, if earlier, the date on which all project dollars are spent.

Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the DISTRICT and Subrecipient. Any request for an amendment to this Agreement must be made in writing at least thirty (30) days prior to the end date of this Agreement or the request may be denied.

Cancellation: This Agreement may be cancelled by any party by giving written notice to the other at least 30 days in advance; provided, however, that the DISTRICT may terminate this Agreement within the jurisdiction of their District immediately for reasons stated in the Woodsmoke Reduction Program (Program) Retailer Provisions, incorporated by reference herein.

Contact persons:

<u>Subrecipient Program Contact:</u>	<u>Subrecipient Fiscal Contact:</u>
Name: _____	Name: _____
Phone: _____	
Phone: _____	
E-mail: _____	E-mail: _____
Fax: _____	Fax: _____

Attachments:

This agreement also consists of the following attachment(s) that are incorporated herein:

- ☐ Woodsmoke Reduction Program Retailer Provisions
- ☐ Voucher Tracking Form
- ☐ Recycler Certification Form
- ☐ Acknowledgement of Training Form

I hereby certify that I understand the conditions and requirements for participation in the Woodsmoke Reduction Program and agree to fulfill the requirements and comply with the conditions in this agreement that I am entering into with the DISTRICT.

Signature Subrecipient

Date: _____

Signature Great Basin Unified Air Pollution Control District

Date: _____

District Program Contact:

Name: Susan Cash
Phone: 760-872-8211
E-mail: scash@gbuapcd.org

District Fiscal Contact:

Name: Patty Gilpin
Phone: 760-872-8211
E-mail: pgilpin@gbuapcd.org

Woodsmoke Reduction Program - Retailer Provisions

1. Inform the Customer about Program requirements and timelines.
2. Verify the old device is eligible for the Program.
3. Conduct an in—home estimate for the installation of a basic model that will be safe, clean-burning, and efficient, note upgrades above base estimates on the estimate, and provide to the customer. Eligible costs include:
 - a. Cost of the new device including sales tax.
 - b. Installation of the new device including any parts, materials, or labor required for the safe and legal installation of the new device.
 - c. Removal and disposal of the old stove or insert.
 - d. If residence does not have a functional smoke and carbon monoxide detectors, the purchase and installation of new detectors.
 - e. If the existing fireplace is structurally sound, the purchase and installation of a fireplace insert utilizing wood, natural gas, propane, or electricity. If fireplace lacks structural integrity, the purchase of a free-standing home heating device.
4. Accept the voucher from the customer and apply the voucher value as a discount towards the purchase price of the device.
 - a. Standard Vouchers are valued at \$2,000.
 - b. Enhanced Vouchers are valued at \$4,000 unless the Retailer can show through an estimate submitted to the District PRIOR to starting work that extraordinary circumstances require additional funds. Extraordinary circumstances may include mandatory code or fire safety upgrades, the need to heat a home with large square footage, or unusual configurations. If the District approves the estimate, the Voucher amount will be amended by the District. Designer upgrades and work not necessary for the safe operation of the new device will not be considered

5. Notify the District no later than the expiration date on the voucher once the customer has signed a contract or entered into a binding agreement to purchase a new appliance. Do not take a voucher from a customer if the customer does not sign a contract or enter into a binding agreement to purchase a new appliance.
6. Ensure that all new wood-burning devices be EPA-certified.
7. Consider providing an additional discount at the time of sale to the purchase price of the EPA-certified device.
8. Complete and sign the Woodsmoke Reduction Program voucher provided by the customer for each replaced device (i.e. uncertified wood stove/insert). Make sure to include the manufacturer, model and serial number for each wood stove/insert removed or replaced and also for the new replacement device.
9. Remove the uncertified wood stove/insert from the residence and properly dispose of it by delivering it to a recycling facility. If present, make sure to remove the refractory material from the wood device before delivering it to the recycler.
10. Complete and submit to the District a Recycler Certification form for each uncertified stove/insert. The Recycler Certification form must be signed indicating that the stove will be destroyed and recycled.
11. Submit to the District completed paperwork with an original invoice for reimbursement. Invoices submitted to the District without the required paperwork are not payable (No Exceptions). All paperwork must be submitted to the District within thirty (30) days of completing the installation of the device. The following paperwork must be submitted with invoice:
 - a. Original Voucher completely filled out and signed with all required information showing that the work has been completed. Copies of the voucher will not be accepted.
 - b. Copy of in-home estimate provided to homeowner.
 - c. Copy of purchase invoice – The purchase invoice shall show the voucher, retailer, and manufacturer's discounts as line items. The purchase invoice must be signed by the customer and list the manufacturer and the type of device purchased.
 - d. Recycler Certification form, if replacing or removing a wood stove/insert.
 - e. Two color photos, one showing the replaced or removed device and one showing the installed device.
12. Provide information to homeowner or tenant on new device operation and maintenance, and proper wood burning practices. Please have the homeowner or tenant sign an Acknowledgement of Training form.
13. As a Participating Retailer, I understand that the District will not reimburse me for expired vouchers.
14. As a Participating Retailer, I understand that it is my responsibility to ensure that all installations are done in accordance with any applicable city, town or county codes and/or ordinances including but not limited to, ensuring that all necessary building permits are obtained as required.
15. As a Participating Retailer, I understand that installers must be properly licensed with an active C-61 (D34 Prefabricated Equipment Contractor) license issued by the California Contractors State Licensing Board to install the new device. I also understand that Installers must have a minimum of three (3) years of experience installing home heating devices to manufacturer specifications.
16. As a Participating Retailer, I understand that the District assumes no responsibility or liability for the removal of appliances, the purchase and installation of replacement appliances or any other element of the replacement process. I agree to indemnify, defend, and hold harmless District and its employees, agents, and representatives against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of my performance under this Agreement, the removal of appliances, the purchase and installation of replacement appliances, and any other element of the replacement process.
17. As a Participating Retailer, I understand the insurance requirements necessary to participate in the Program. The insurance requirements are incorporated herein as an attachment to this Retailer Provisions document.
18. As a Participating Retailer, I agree to address and resolve unanticipated issues expeditiously with the District.
19. As a Participating Retailer, I understand that all installations must be completed no later than ninety (90) days after a voucher has been redeemed. If work cannot be completed due to unforeseen circumstances such as construction delays, I must obtain a written authorization from the District for an extension to complete the installation. Any vouchers submitted after this date for refunds without prior authorization from the District will not be accepted by the District.
20. As a Participating Retailer, I agree to provide the District, the California Air Pollution Control Officer's Association (CAPCOA) and the State of California access to my facility and records to inspect for compliance with program requirements, if requested. I understand that the District will provide not less than two (2) calendar days notice prior to this inspection.

21. As a Participating Retailer, I understand the following: This Program involves funding from the state and, as a consequence, retailers, installers, and any subcontractors shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Program including but not limited to the following: Retailers and their employees, representatives, and Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status; Retailers and Installers shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Program by reference and made a part hereof as if set forth in full. Retailers, by signing the Retailer Agreement, provide written notice of their obligations under this clause as required by law.
22. As a Participating Retailer, I fully understand that I will be removed from the program for not complying with the conditions and requirements of this Agreement.

Woodsmoke Reduction Program – Insurance Requirements

1. General Provisions

- a. Coverage Term: Installer/contractor insurance coverage shall be in force for the complete term of the project agreement. If insurance expires during the term of the project agreement, a new certificate must be received by the District and provided to CAPCOA at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the project agreement
- b. Policy Cancellation or Termination and Notice of Non-Renewal: Installer/contractor is responsible to notify the District within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event installer/contractor fails to keep in effect at all times the specified insurance coverage, the District may, in addition to any other remedies it may have, terminate the project agreement upon the occurrence of such event, subject to the provisions of this Grant Agreement.
- c. Deductible: Installer/contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. Primary Clause: Any required insurance contained in the project agreement shall be primary, and not excess or contributory to any other insurance carried by the District or CAPCOA.
- e. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the installer/contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements: Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance: Inadequate or lack of insurance does not negate the installer/contractor's obligations under the Agreement.
- h. Satisfying an SIR: All insurance required by this Grant Agreement or the project agreements must allow the State to pay and/or act as the installer/contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the installer/contractor's agent in satisfying any SIR is at the District's discretion.
- i. Available Coverages/Limits: All coverage and limits available to the installer/contractor shall also be available and applicable to the District.

j. Subcontractors/Manufacturers: In the case of installer/contractor's utilization of subcontractors/manufacturers to complete the contracted scope of work, installer/contractor shall include all subcontractors/manufacturers as insured under installer/contractor's insurance or supply evidence of insurance to the District equal to policies, coverages, and limits required of installer/contractor.

2. Commercial General Liability

Installer/contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured project agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the installer/contractor's limit of liability. The policy must name the District, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

3. Automobile Liability

Installer/contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must name the District, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

In the event that the installer/contractor does not have any commercially owned motor vehicles, a no-owned autos waiver must be completed and retained in district files. A sample waiver form is available upon request.

4. Workers' Compensation and Employers' Liability

Installer/contractor must furnish to the District a certificate of insurance to remain in effect at all times during the term of this Agreement. Installer/contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the Agreement. Employers' liability limits of \$1,000,000 are required. A sample form is available upon request.



**Great Basin Unified Air Pollution Control District
WOODSMOKE REDUCTION PROGRAM
ACKNOWLEDGEMENT OF TRAINING**



The Program requires an educational component to ensure that the new home heating devices, particularly wood stoves, are properly operated and maintained to maximize energy efficiency and achieve the lowest possible emission rates. With proper burning techniques and properly seasoned wood, the amount of wood used could be significantly reduced. While a new wood stove typically pollutes less than an old one, user operation is important for achieving emission reductions. Districts are required to obtain verification of training.

Homeowner's or Tenant's name:_____

Address where new device was installed:

I certify that I received the owner's manual for my new device (please initial): _____Yes

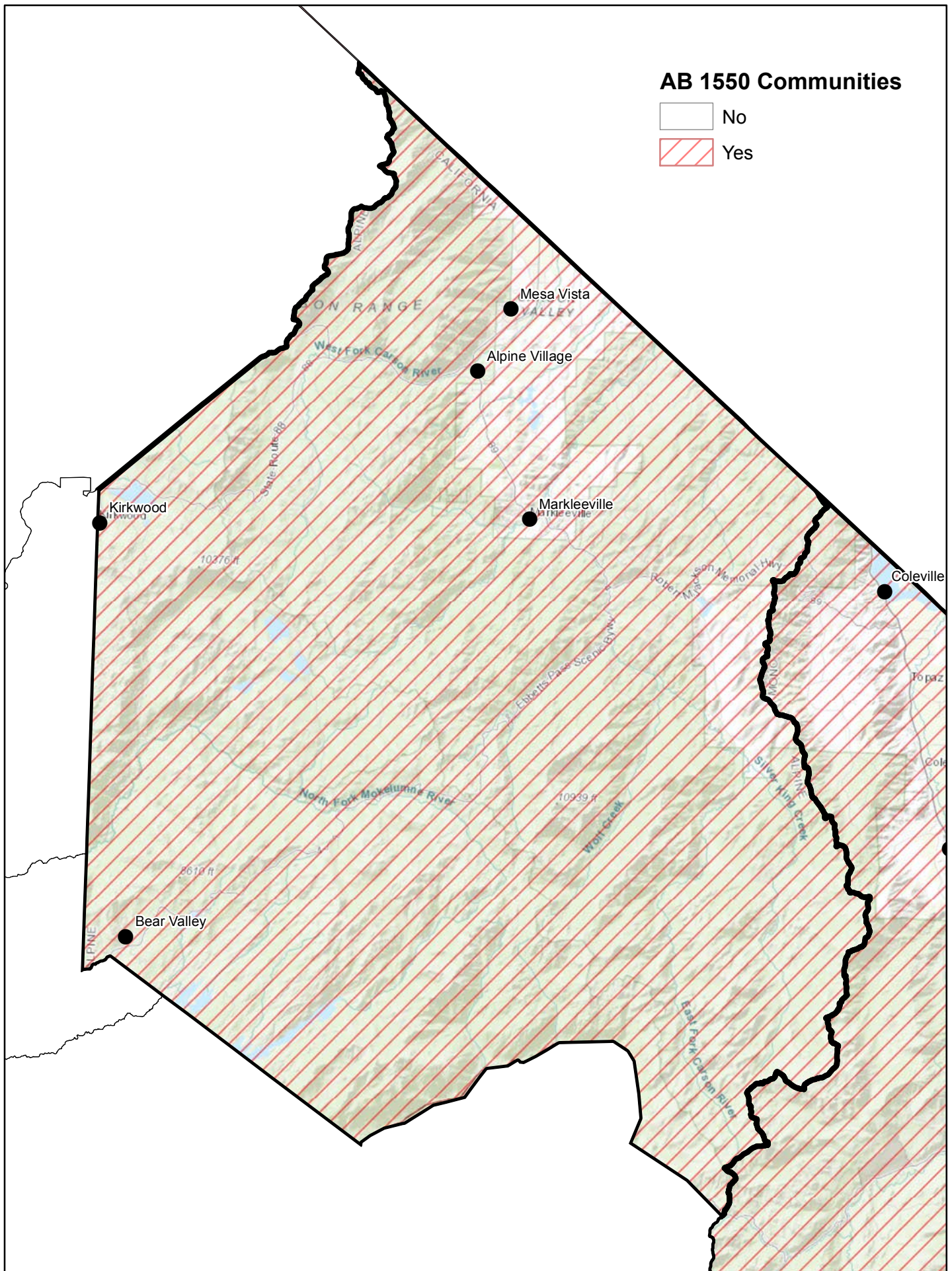
I certify that I received training from the Retailer/Installer on the operation of my new device per manufacturer instructions (please initial): _____Yes

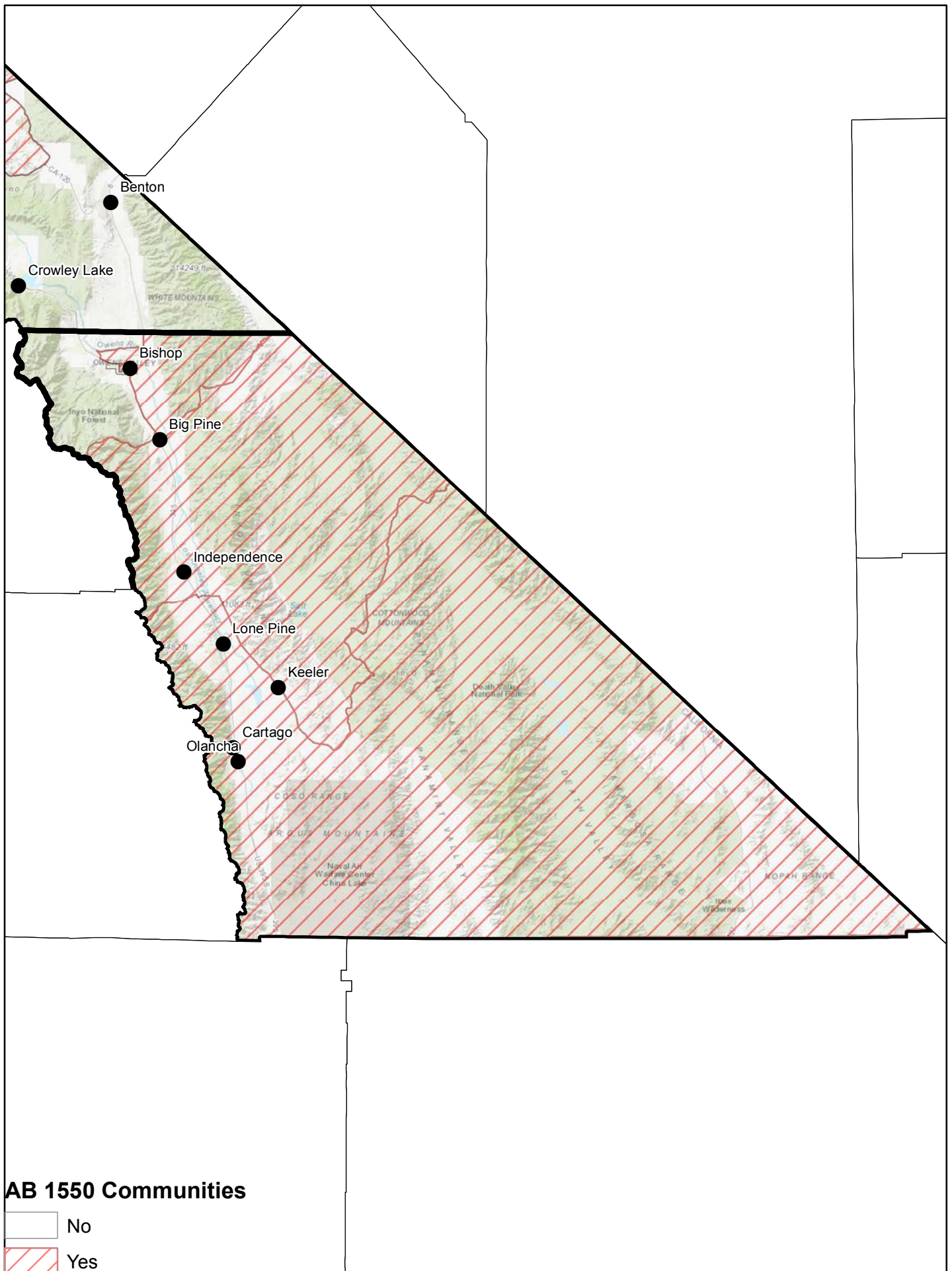
I certify that I received training from the Retailer/Installer on proper wood storage and wood burning practices (if applicable, please initial): _____Yes

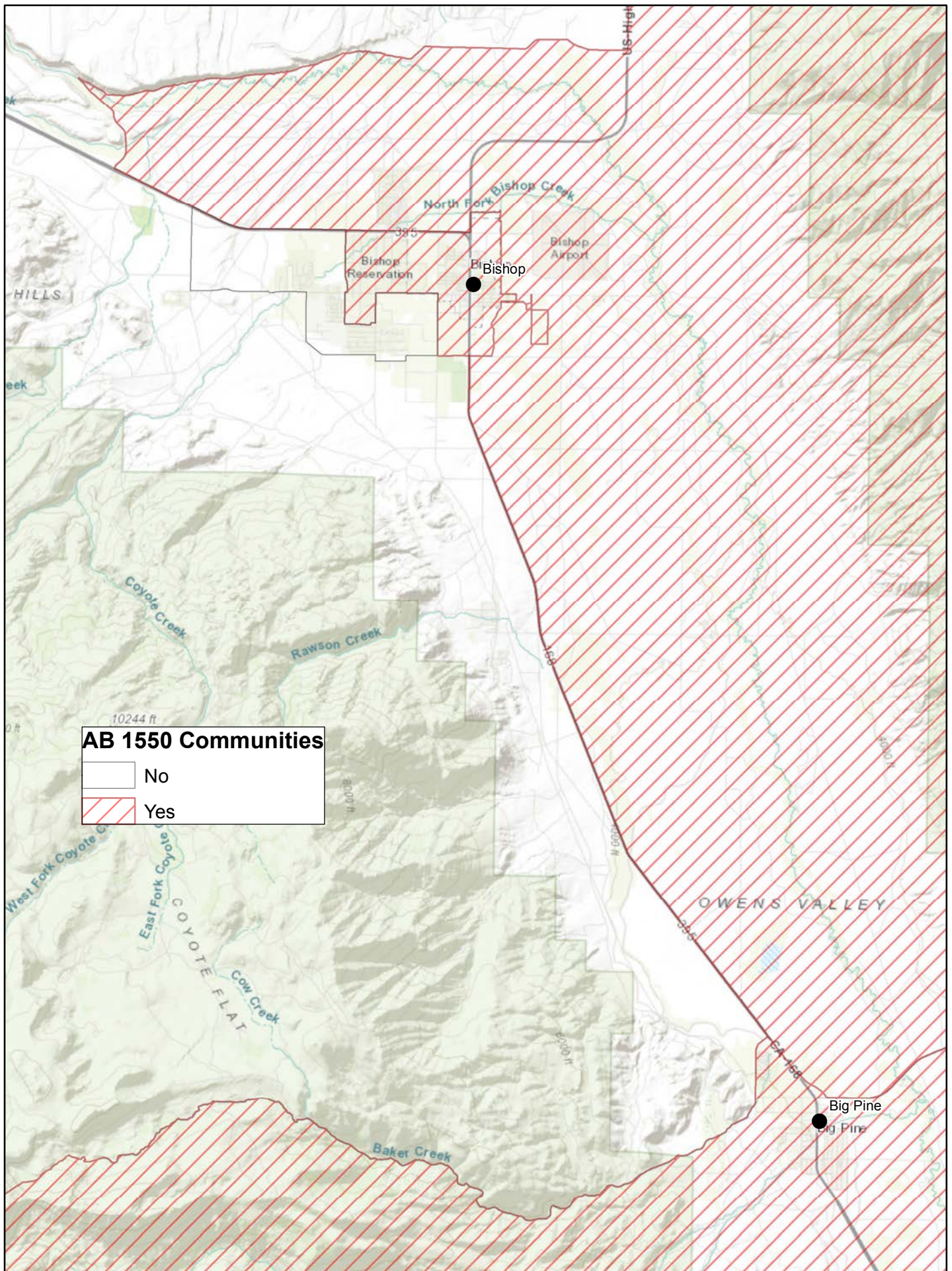
Signature(Homeowner/Tenant):_____Date:_____

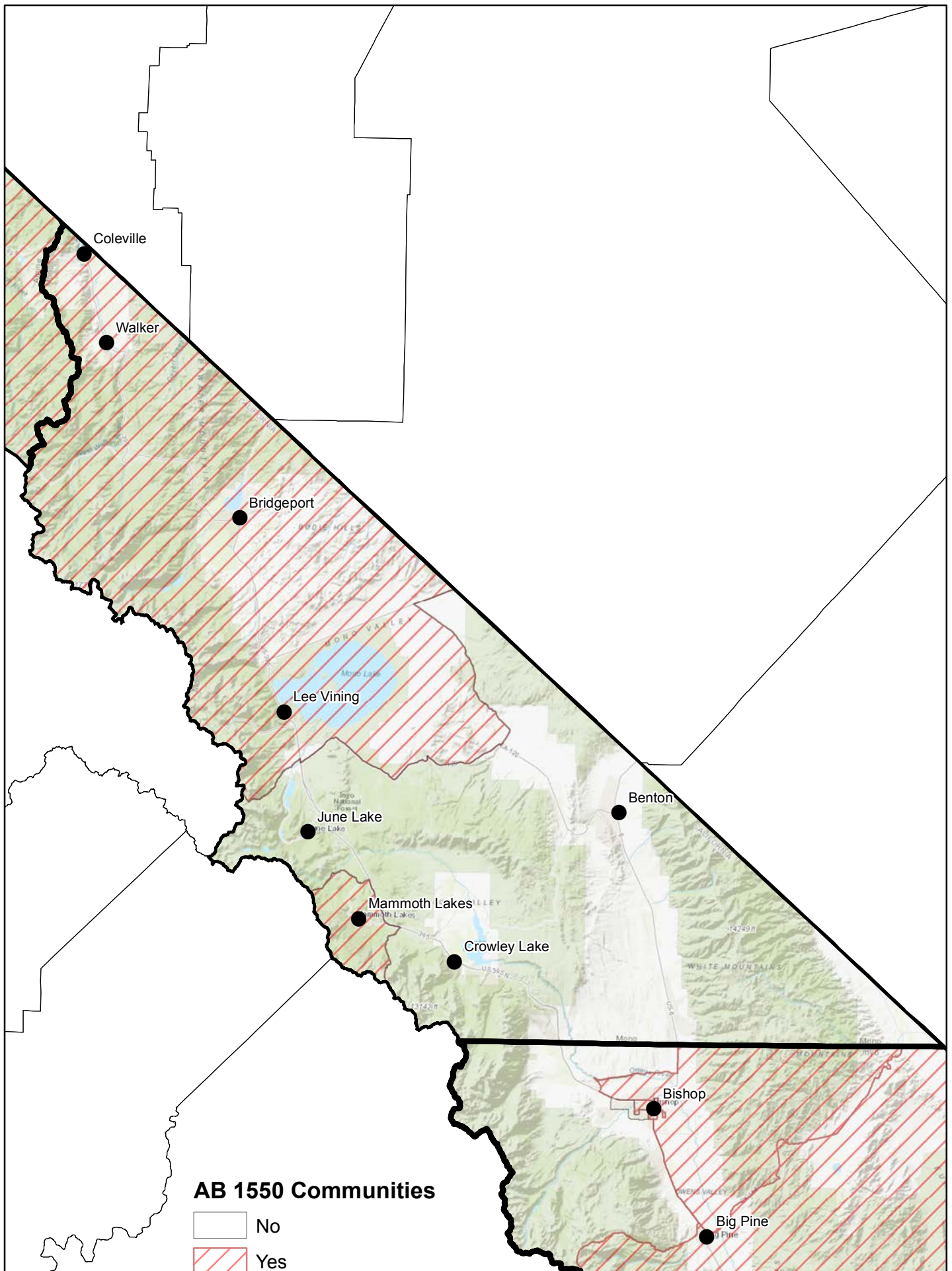
Print Name:_____

Title (Homeowner/Tenant):_____











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 12, 2018

To: District Governing Board

From: Phillip L. Kiddoo, Air Pollution Control Officer

Subject: Air Pollution Control Officer Report

A verbal report will be given at the meeting.

2018

Regular Meetings of the GBUAPCD Governing Board
1st Thursday of odd Months*

JANUARY

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NOVEMBER

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Great Basin Unified APCD
157 Short Street
Bishop, CA 93514
760.872.8211
www.gbupcd.org

*Assuming the schedule has been approved in accordance with ac. on taken on Agenda Item No. 4 of the July 12, 2018 Board Packet