

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT



GOVERNING BOARD REGULAR MEETING INFORMATION

Meeting Date & Time

Thursday, March 7, 2019 at 10:00 a.m.

Meeting Location

Town of Mammoth Lakes Council Chambers
437 Old Mammoth Road (Suite Z)
Mammoth Lakes, California 93546

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
John Peters, 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 Fax: 760-872-6109

NOTICE OF PUBLIC HEARING GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT REVIEW OF 2019-2020 DISTRICT AND SB 270 BUDGETS AND ORDER

The Governing Board of the Great Basin Unified Air Pollution Control District will conduct a public hearing for the purpose of reviewing the District's annual budgets and proposed California Health and Safety Code Section 42316 fee order for the 2019-2020 fiscal year and to provide the public with an opportunity to comment on the proposed budgets. The District has prepared a summary of its proposed total annual budget for the 2019-2020 fiscal year, including a schedule of fees to be imposed by the District to fund its programs. It should be noted that a portion of the budget is funded through an order authorized by California Health and Safety Code Section 42316, which requires the City of Los Angeles to pay fees to the District based on an estimate of the actual costs to the District of its activities associated with the development of mitigation measures and related air quality analysis associated with the air quality impacts of the City of Los Angeles' water diversion, conveyance and storage activities. A copy of the budget summaries will be available for inspection at the District office at the address shown below on or after February 5, 2019. The FY 2019-2020 District (non-SB 270) budget may include an automatic adjustment to permit fees to account for changes in the California Consumer Price Index. The budgets will not be adopted at the same meeting during which this public hearing is conducted. Rather, the Governing Board will consider adoption of the budgets at its next regular meeting, scheduled for May 2, 2019.

The public hearing will be conducted at a regular meeting of the District Governing Board to be held at 10:00 a.m. on Thursday, March 7, 2019, at the Town of Mammoth Lakes Council Chambers, 437 Old Mammoth Road (Suite Z) Mammoth Lakes, California 93546. The public hearing on the District's total annual budgets is set for 10:05 a.m. Written comments are invited, and should be addressed to Phillip L. Kiddoo, Air Pollution Control Officer, Great Basin Unified Air Pollution Control District, 157 Short Street, Bishop, California 93514. Written comments received by close of business on Thursday, February 21, 2019, will be included in the staff report sent to the Governing Board members. Comments may also be made during the public hearing. For further information, call the District's Board Clerk, Tori DeHaven at (760) 872-8211.

Publication Dates

Inyo Register	January 31 & February 5, 2019
The Sheet	February 2 & February 9, 2019
Tahoe Daily Tribune	February 2 & February 9, 2019
Record Courier	January 31 & February 7, 2019



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, MARCH 7, 2019 AT 10:00 AM

Town of Mammoth Lakes Council Chambers

437 Old Mammoth Road (Suite Z)

Mammoth Lakes, California 93546

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. Election of Governing Chair and Vice Chair for 2019 (Action)1
4. **10:05 a.m.: PUBLIC HEARING - Fiscal Year 2019-2020 Total District Budget** – Staff Report and Public Comments on the Draft General Fund and SB 270 Sub-budgets (No Action – First of Two Required Budget Hearings)2
5. Consent Items (Action)
 - a. Approval of January 3, 2019 Governing Board Meeting Minutes13
 - b. Waiver of District Rule 1102 Annual \$0.55 Per Capita Town and Counties Assessment Fee for Fiscal Year 2019-202018
 - c. Authorization to Enter into Grant Agreement for Quality Assurance Review of Point Source Emissions Data from the California Air Resources Board20
 - d. Designation of Environmental Permitting Specialists as a Sole Source Provider and Approval of \$4,000 Contract Amendment with Environmental Permitting Specialist for a Total Contract Amount Not to Exceed \$13,90021
 - e. Approval of Contract with American Conservation Experience (ACE) for Work Crew for the Keeler Dunes Project for an Amount Not to Exceed \$39,27623
 - f. Approval of Tech Office Lease for the Period April 1, 2019-June 30, 2020 at the Rate of \$850/Month41
 - g. Approve Purchase for the Propagation and Delivery of 10,000 Native Shrubs for the Keeler Dunes Project with Greenheart Farms of Arroyo Grande, California, a Sole-Source Provider, for an Amount Not to Exceed \$26,710.3052
 - h. Authorization for the Purchase of Two (2) 4WD Gas 4 or 6 Seat Utility Task Vehicles (UTVs) for use in the Keeler Dunes Project for an amount not to exceed \$40,00059

- i. Approve Purchase of One (1) Filter-Based Particulate Matter Monitor (Partisol 2025i-AV) from Thermo Scientific, A Sole-Source Provider, for \$25,000.....69
 - j. Approval of District Family and Medical Leave Policy70
 - k. Approval of District Reasonable Accommodation Policy 105
- 6. Approval and Authorization of (1) Purchase of Property at 157 Short Street, Bishop, CA 93514 for \$500,000, (2) Funding up to \$100,000 for Expenses and Capital Improvements, and (3) Utilization of \$90,000 from General Fund Reserves and \$510,000 from SB270 Reserves for (1) and (2) (collectively “Board Actions”)109
- 7. Acceleration of Payment of the CalPERS Pension Unfunded Accrued Liability (UAL) Reducing Payoff Time from 30 Years to 15 Years (Action)113
- 8. Keeler Dunes Dust Control Project Update and Long-Term Plan (No Action)121
- 9. Informational Items (No Action)
 - a. FY 2018-2019 2nd Quarter Financial Reports (Oct 1 - Dec 31)128
 - b. Travel Report135
 - c. Permit Enforcement Activity Report136
 - d. Contracts Less than \$10,000 or Otherwise Within the APCO’s Authority137
- 10. Board Member Reports (No Action)
- 11. Air Pollution Control Officer Report (No Action)138
- 12. Confirm Date and Location of Next Regular Meeting (May 2, 2019, Mono County, CA) 139
- 13. **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.
- 14. **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).
- 15. **CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATORS**

Conference with labor negotiators – Section 54957.6 of the California Government Code: Changes regarding the salaries, salary schedules or compensation paid in the form of fringe benefits. Employee group: Non-Management Employees.

March 7, 2019

Mammoth Lakes, California

16. CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATORS

Conference with labor negotiators – Section 54957.6 of the California Government Code: Changes regarding the salaries, salary schedules or compensation paid in the form of fringe benefits. Employee group: Management Employees.

17. 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

BOARD REPORT

Mtg. Date: March 7, 2019

To: District Governing Board

From: Tori DeHaven, Clerk of the Board

Subject: Election of Governing Chair and Vice-Chair for 2019

Each year, after January, when Great Basin's member agencies appoint their representatives to the District Governing Board, the Board elects its Chair and Vice-Chair for the calendar year. Although the Governing Board is not restricted in any way in the selection of officers, historically the Board has observed a rotation of positions among the four government agencies that compose the District. The rotation order has been Alpine, Inyo, Mono and Mammoth Lakes. If that rotation is to be observed this year, it is Inyo County's turn as the Chair (Dan Totheroh or Matt Kingsley) with Mono County as the Vice-Chair (Fred Stump or John Peters). David Griffith was the Chair and Dan Totheroh was the Vice-Chair for 2018; staff thanks both for their service.

Fiscal Impact

None.

Staff Recommendation

Staff recommends that the Board nominate and elect a Chair and Vice-Chair for 2019.

Election of Governing Chair and Vice-Chair for 2019 (Action)

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157 Short Street, Bishop, California 93514-3537

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BOARD REPORT

Mtg. Date: March 7, 2019

To: District Governing Board

From: Phillip Kiddoo, Air Pollution Control Officer
Susan Cash, Administrative Projects Manager

Subject: **Public Hearing** – Fiscal Year 2019-2020 Total District Budget
Staff Report and Public Comments on the Draft General Fund and SB 270 Sub-budgets

State law requires that all air pollution control districts hold a public hearing on their proposed budgets at a meeting separated by at least two weeks from the meeting at which they adopt the budgets (H&SC §40131). Today's public hearing is on the entire District budget, including the sub-budgets referred to as the "General Fund (GF)" budget and the "SB 270" budget. Previously, the General Fund budget has been known as the "District Budget"; in order to avoid confusion with the "District" as an agency, and the "District" as the non-SB270 Funds, the term "General Fund" (GF) will be used going forward to specify non-SB270 funds, and the term "District" will refer to the agency, or its budget, as a whole.

No formal action for approval of the budget is to be taken at this time. Instructions can be given to staff to modify the budget based upon Board and public input at the hearing and other decisions made during the regular meeting. The budget will be adopted at the Board's May meeting.

General Fund Budget

The General Fund (GF) Budget is funded primarily by permit/air monitoring fees (~83%) and state subvention funds (~17%). The General Fund budget covers the permitting of commercial sources, air quality planning and monitoring not associated with the water-gathering activities of the City of Los Angeles Department of Water and Power (City or LADWP), and enforcement of air quality rules and regulations.

The GF budget contains a special sub-account funded by the \$10,000,000 public benefit contribution from the City to control PM10 emissions at the Keeler Dunes (Table 3). This was a result of the 2013 Settlement Agreement dated August 19, 2013 (2013 SA) and is a part of the GF budget and not the SB 270 budget or assessment.

General Fund Budget. The base General Fund (GF) Budget for fiscal year FY 2019-20 is \$795,000. Compared to FY 2018-19, expenses are estimated to be \$133,500 higher (20.23%). Anticipated revenue will balance the 2019-20 budget.

Normal employee costs are up by \$38,500 (7.5%) primarily due to an increase in healthcare costs and the anticipated accelerated payment of the Unfunded Accrued Liability as discussed in an agenda item later today.

Revenue for the FY 2019-20 General Fund budget is projected to increase by \$133,750 (20.23%) mainly due to a transfer from capital reserves of \$102,000, slight increases in fees, permits, and penalties, and an increase in anticipated interest. It is anticipated that the State subvention allocation will remain steady, as the District has received its full allocation the past four fiscal years and there has been no word of reductions.

FY 2018-19 revenue incorporates the Governing Board's waiver of the per capita revenue source (later on today's agenda). Given the District's reserve policy¹, fee payers and permit holders did not see an out-of-pocket fee increase the last six years (FY 12-13, 13-14, 14-15, 15-16, 16-17, and 18-19) and based on the current proposed budget, this will again occur in FY 2019-20. The District annually calculates and adjusts the fees due based on the Consumer Price Index (CPI) and the Governing Board must take action annually to waive the automatic CPI increase. Should the CPI waiver be approved, a rebate or subsidy of that amount for that fiscal year is applied and reflected on the invoice. If in a subsequent year the CPI waiver does not apply, then the difference, as opposed to cumulative, in the CPI rate from the last adjustment and the current CPI rate will be in effect and invoiced.

District budget reserve funds are available to make up any potential revenue shortfall. The following tables provide details regarding the proposed District budget expenditures and revenues.

General Fund (Non-SB270) Budget Narratives

This section breaks down the District by functional divisions and discusses the accomplishments each division has made or will make during the FY 2018-2019, as well as the expected accomplishments for the FY 2019-2020, subject to the Governing Board's approval of the proposed budget that supports these goals.

KEELER DUNES DUST CONTROL PROJECT

The District is implementing the Keeler Dunes Dust Control Project per the 2013 Settlement Agreement between the District and the City of Los Angeles Department of Water and Power (LADWP). Project construction began in September 2014. The project was originally designed to be completed in December 2017 but has been extended to allow for continued remediation efforts in the project.

¹ Policy: If the District (non-SB270) reserves are above 20% of the adopted final budget in May/June, then any automatic CPI increase for permit fees will not take place for the upcoming fiscal year.

Project Goal:

The main project goal is to create a stable self-sustaining vegetated dune system similar to other systems in the Owens Lake area to control dust emissions to attain the Federal and California State PM10 standards in the communities of Keeler and Swansea.

Project Accomplishments:

The Keeler Dunes Dust Control Project is in its fifth year of work. Two of the main components of the project (the irrigation system and straw bale placement) have been completed. The third main component, plant establishment has been more difficult than expected both in terms of getting the needed plant material and also in having plants survive in the field. There have been five planting efforts to date. The most recent planting effort was completed in January 2019 and was modified from previous efforts with changes made based on things that have been learned over the course of the project.

Overall the project has decreased the overall amount of dust emissions in the local area and in the community of Keeler but has not yet achieved its goal of reduction in PM10 below the Federal and State standards. One of the main difficulties in achieving the project goal is the continued activity of the southern portion of the dunes such that changes to the project design have been implemented.

Although the main project goal has not yet been achieved, there are signs of success that are encouraging including: stabilization of the northern two-thirds of the project, successful planting work from January 2015, recruitment of native annual and shrub volunteers within the project during the relatively wet winter and spring of 2017, and significant increases in observed wildlife within the dunes.

A brief synopsis of the work completed during each of the project years is provided below.

- **Year 1 (Fall 2014 to Summer 2015):** During the first year; the temporary irrigation system was installed, ~66,000 straw bales were placed, and ~15,000 plants were installed by Barnard Construction Company.
- **Year 2 (Fall 2015 to Summer 2016):** Approximately 15,000 straw bales were placed in the project to complete original bale placement design. An additional 75,000 plants were installed in the project. Supplemental irrigation events were conducted in the fall of 2015 and Spring 2016. Seed was collected by Comstock Seed in Fall of 2015 for grow-out of additional plants. Greenheart Farms was selected through bid process for propagation of 77,000 additional plants, plants and started at the nursery in Spring 2016. Supplemental irrigations of plants material were conducted in the Fall 2015 and Spring 2016.
- **Year 3 (Fall 2016 to Summer 2017):** Bale mounds were installed in Southern Dunes. Seed was collected by Comstock Seed in Fall of 2016 for grow-out of additional plants. Greenheart Farms was contracted to grow-out 25,000 additional plants, plants were started at the nursery in Spring 2017. Supplemental irrigations of planted material were conducted

in Fall 2016, Spring 2017 and Summer 2017. A long-term planning effort was conducted to decide how to move forward with project and achieve the project goals.

- **Year 4 (Fall 2017 to Fall 2018):** Additional bale mounds were installed in the Northern Dune and Southern Dunes. Seed was collected by Comstock Seed in Fall of 2017 for the direct seed test and potential future grow-out of additional plants. The work design was changed to have a full-time crew of three local workers present on site in the project. Supplemental irrigation was conducted in the fall of 2017, spring 2018 and summer 2018. Planting of 25,000 additional plants was completed in the May 2018 in specific target plant zones. The contract with Barnard Construction ended in November 2017 and a new contract was executed with Nature's Image for operation and maintenance of the project. A small-scale test of direct seeding was conducted with mixed results. Overall, direct seeding appears to be infeasible within the project due to herbivory and sand motion.
- **Year 5 (Fall 2018 to Fall 2019):** *In progress.* The main activity completed so far in 2018-2019 has been providing supplemental irrigation for the plants in the project. All plants were watered in the fall of 2018 and further irrigation work is planned for spring 2019 and summer 2019. The contract with Nature's Image was ended in February 2019. Upcoming work will be conducted by crews from the American Conservation Experience (ACE). Plant propagation of 10,000 native shrubs will begin in spring 2019 for planting in January 2020.

Long-Term Project Plan:

The main work activity over the next 18 months of the project is to nurture the plants that have been installed over the past 4 years. This primarily consists of providing continued irrigation during plant establishment so that the plants mature and develop a root system capable of tapping into available moisture within the dunes so that they can survive on their own. In addition to irrigation, young plants maybe unburied if they become covered with moving sand. Due to difficulty in providing sufficient water to young recently installed plants, a change has been made in the irrigation method from hand watering to sprinkler irrigation. A small-scale test of this change is being conducted with the plants installed in the January 2019 planting effort.

The protected nursery built in the Fall of 2017 in the yard at the District's Keeler Field office allowed the new plants from the grow-out nursery to acclimate to the local conditions. This facility in Keeler will continue to provide space for the plants to adjust to the local conditions before being planted in the project.

The District will continue to oversee and manage the project with the assistance of staff from WOOD PLC. The main work duties in the dunes will be completed by crews from the American Conservation Experience (ACE). Duties for the work crew include, irrigation of plants in the project, general care of installed plants, maintenance and minor repairs of the irrigation system, removal of invasive weeds from within the project area, repair of bale mounds, and general maintenance of project infrastructure and facilities.

AIR MONITORING DIVISION

See SB 270 Assessment for narrative; similar functions performed for District.

Additional District-specific functions: The Division installed and began operation of two new filter-based monitors at White Mountain Research Center (WMRC). Also, at WMRC following extensive testing, the community PM10 and PM2.5 continuous monitors were replaced by one monitor, a Teledyne T640x that continuous measures both PM2.5 and PM10. The District's operations of gaseous monitors at the NCore station at WMRC were refined following an independent Technical Systems Audit. Goals for the future fiscal year include replacement of equipment at the Mammoth Lakes monitoring station.

PERMITTING AND ENFORCEMENT DIVISION

The Permitting and Enforcement Division enforces federal, state and local air quality rules and regulations in Alpine, Mono and Inyo Counties through regulation, permitting, planning, field inspections, enforcement and public education. The Permitting and Enforcement Division is responsible for the issuance of air quality permits for stationary equipment and the management of the resulting emissions. The Division also implements the Smoke Management Program and the Asbestos Program for the District. During the 18/19 FY, in addition to routine permitting, inspections and handling of noncompliance issues, the Division implemented an emissions reporting system for facilities meeting specific thresholds to report actual emissions. These emissions are reported to the California Air Resources Board under AB617 and AB197. District staff also started preliminary work for development of a new Permitting Database to modernize and improve District operations and capabilities. Work on the database will continue with a planned implementation during the 19/20 FY. The Division also looks forward to developing a new Permitting Manual and updating all permitting forms and instructions, as well as working with government agencies to improve permitting communication and coordination. The Division plans to seek Board approval for implementation of a new Mutual Settlement Program and several rule revisions. The Division will continue work through the Smoke Management Program to make any necessary updates regarding prescribed burning and wildland fire management.

DATA SYSTEMS AND TECHNOLOGY DIVISION

See SB 270 Assessment for narrative; similar functions performed for District.

ADMINISTRATIVE SERVICES DIVISION

See SB 270 Assessment for narrative; similar functions performed for District.

FY 2019-20 GENERAL FUND BUDGET

EXPENSES	2018-2019 Budget	2019-2020 Budget	% Change
I. Employee Costs			
A. Employee Wages	340,000	347,500	2.21%
B. Retirement	54,500	71,000	30.28%
C. Insurance Benefits	55,000	67,500	22.73%
D. Taxes	60,500	62,000	2.48%
E. Worker's Compensation Insurance	3,000	3,500	16.67%
Employee costs	513,000	551,500	7.50%
II. Operating & Compliance Costs			
A. Advertising - Legal Notices & Ads	2,200	3,000	36.36%
B. Dues, Subscriptions, Education, Use Tax, Fees, AB2588	6,100	12,000	96.72%
C. Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software, Furniture (<\$5,000 ea)	15,500	23,500	51.61%
D. Fuel & Gasoline	4,000	4,000	0.00%
E. Health & Safety	1,000	1,000	0.00%
F. Insurance - Liability, Fire & Casualty	9,500	10,500	10.53%
G. Leases & Rents: Equipment, Office, Site, Storage	23,000	9,000	-60.87%
H. Maintenance & Repairs of Equipment - Labor	10,000	14,500	45.00%
I. Maintenance & Repairs of Equipment - Materials	15,000	13,000	-13.33%
J. Postage & Shipping	1,000	1,000	0.00%
K. Professional & Special Services	8,800	21,000	138.64%
L. Supplies & Tools (In Field, Office, General Use)	2,500	2,500	0.00%
M. Transportation & Travel	4,900	10,000	104.08%
N. Utilities	6,400	10,500	64.06%
O. Public Assistance/Grant Programs	6,000	6,000	0.00%
Operating & Compliance Costs	115,900	141,500	22.09%
III. Capital Outlay			
A. Equipment: Computer, Furniture, General, Office, Scientific, Software, Furniture (>\$5,000 ea)	27,850	57,000	104.67%
B. Capital Expenditure Fund: Vehicles & Equipment	4,500	45,000	900.00%
C. Building and Land (From Reserve, not in 18/19 total)	90,000	-	-100.00%
D. Building Improvements	0	15,000	
Capital Outlay Costs	32,350	102,000	215.30%
FY 2018-19 TOTAL GENERAL FUND EXPENSES	661,250	795,000	20.23%

PASSTHROUGH FUNDS	2018-2019 Budget	2019-2020 Budget	% Change
EPA 105 Grant (Restricted)	71,889	71,889	0%
EPA PM2.5 Grant (Restricted)	18,245	18,245	0%
AB 197	-	8,500	
AB 617	5,618		-100%
Woodsmoke Reduction	225,000	100,000	-56%
General Fund Reserve as of January 31, 2019	1,045,489	1,833,297	

TABLE 2

FY 2019-2020 GENERAL FUND BUDGET

REVENUE	2018-2019	2019-2020	% change
I. Fees, Permits & Penalties			
A. AB2588 - Toxic Hot Spots	1,500	4,000	166.67%
B. Conservation Mgmt Plan/Prescribed Burn Plan	5,000	5,000	0.00%
C. Geothermal	310,000	310,000	0.00%
D. Hearing Board	-	-	0.00%
E. Initial Permit Fees (FF, ATC, Mods)	30,000	30,000	0.00%
F. Penalties & Late Fees	12,000	12,000	0.00%
G. Sources (Asbestos, Diesel, Fuel, Electric, PERP)	115,000	128,500	11.74%
H. Service Station Vapor Recovery	15,000	15,000	0.00%
Fees, Permits & Penalties	488,500	504,500	3.28%
II. Other Revenue			
A. Air Monitoring Audits	0	0	0.00%
B. Interest	2,000	20,000	900.00%
C. Per Capita Fee	0	0	0.00%
D. Sales, Services, Fees, Rebates & Refunds	7,250	5,000	-31.03%
E. State Subvention (3 counties)	138,500	138,500	0.00%
F. Town of Mammoth Lakes (Air Monitoring)	25,000	25,000	0.00%
G. From Reserves		102,000	0.00%
Other Revenue	172,750	290,500	68.16%
FY 2019-20 TOTAL GENERAL FUND REVENUE	661,250	795,000	20.23%

EPA 105 Grant (Restricted)	71,889	71,889	-
EPA PM2.5 Grant (Restricted)	18,245	18,245	-
AB 197		8,500	8,500.00
AB 617	5,618		(5,618.00)

TABLE 3

2018.12.18

FY 2019-20 SPECIAL FUND ACCOUNTS (Non-SB270)

	2013-2018	2018-19	2019-2020	
Keeler Dunes Project	Years 1-5 Actuals	Year 6 - Budgeted	Year 7 Budgeted	Total
I. Administration				
A. Professional Services - AMEC, WOOD	584,578	40,000	29,000	653,578
II. Project				
A. BLM Fee	44,263	5,000	15,000	64,263
CEQA - Notice of Determination Fee	3,030	-	-	3,030
State Water Resources Control Board Fee	9,634	7,000	7,000	23,634
Fees: Other	-	-	-	-
B. EIR/EA & CEQA/NEPA: Sapphos (Dec. 1, 2013 and forward)	346,521	-	25,000	371,521
EIR & CEQA: Sapphos (Pre-Construction Cultural Survey)	18,653	-	-	18,653
C. Equipment, Seeds, Supplies, Misc.	17,247	7,000	10,000	34,247
D. Construction: Barnard, Nature's Image, ACE	8,065,416	-	173,000	8,238,416
E. Straw Bales: Myers Farms (March 2014)	144,442	-	-	144,442
Straw Bales: Long Valley Hay (January 2015)	260,105	-	-	260,105
Straw Bales: R.S. Green (March 2014)	181,097	-	-	181,097
Straw Bales: R.S. Green (March 2015)	93,300	-	-	93,300
Straw Bales: R.S. Green (May 2015)	42,500	-	-	42,500
F. Plant Propagation: Antelope Valley Resource/Greenhart Farms	502,400	-	30,000	532,400
G. Straw Bale Demonstration Test- DRI	37,218	-	-	37,218
H. KCSD Water System Upgrade	28,000	-	-	28,000
I. KCSD Irrigation Water	3,505	5,000	14,000	22,505
J. Water Well Monitoring & Lab Analysis	1,965	2,500	-	4,465
K. Irrigation system maintenance and repair			10,000	
L. Field vehicle maintenance and gas			6,000	
M. Site costs (field equipment and materials)			10,000	
N. Additional costs for field crew			6,500	
O. Field Oversight (WOOD or other contractor)			41,000	
P. Cultural Resource Monitoring			30,000	
III. Employee Costs				
A. Senior Scientist (.20)/Field Services Tech (.30)/Technical Svcs Spec (.10)	236,082	67,664	72,000	375,746
TOTAL DISTRICT SPECIAL FUND ACCOUNTS	10,619,955	134,164	478,500	11,232,619

Keeler Dunes Project Funding

LADWP Public Benefit Contribution (Dec. 5, 2013)	10,000,000	10,000,000
NOV #461 transfer per B/O #161110-05	1,199,707	1,199,707
Interest	57,594	57,594
Refund from AVRCD	35,000	35,000
Refund from Myers Farms	94,992	94,992
		11,387,293

*FY 2013-14 Special Fund Account budget of \$355,000 was from the Owens Lake Trust Fund for the Keeler Dunes EIR & Science.

Budget Difference (spent-project funding)

154,674

SB 270 Fee Assessment Budget

The annual SB 270 budget and fee assessment is the District's estimate of the cost to maintain the level of effort necessary to address violations of state and federal air quality standards due to the water-gathering activities by the City of Los Angeles within the District's boundaries. The assessment is a fee as provided for in Section 42316 of the California Health & Safety Code. The fee funds the cost of monitoring air quality affected by the City's water-gathering activities, the development of air quality plans, monitoring the City's implementation of control measures, enforcing control measure compliance, control measure research, legal fees to enforce and defend its decisions, and collection of data on significant Owens Lake area environmental resources for California Environmental Quality Act (CEQA) purposes.

During the period between this initial public hearing for comment on the budget and the May Board meeting to adopt the budget and order to the City to pay the SB 270 assessment, District staff invites representatives from the City to meet to discuss and finalize the proposed assessment. The City was emailed an electronic copy of the assessment on February 5, 2019. No comments have been received from the City regarding the assessment.

The SB 270 fee assessment includes the costs associated with District employees working on SB 270 matters. The assessment also includes general recurring operating costs, the cost of enforcing air quality requirements, long-term or ongoing project costs and material/equipment costs. Funding for dust source research and consulting have been incorporated into professional services.

Included with your Board packet materials for this meeting is a separately bound February 5, 2019 dated document titled, *2019-2020 Fiscal Year SB 270 Budget and Fee Assessment*. District staff has distributed this document to the Board as well as to City of Los Angeles. It is available, upon request, to any interested party. The assessment is summarized below—assessment details can be found in the above referenced *Assessment* document. Summary tables from the document are included in this report.

The 2019-2020 proposed SB 270 fee total is \$6,065,781. Compared to the 2018-2019 fee total of \$5,118,500 the proposed assessment represents an increase of \$947,281. The assessment is summarized in Table 1 and details of the categories are shown in Table 2. The 2019-2020 budget contains cost estimates in each category to meet commitments made by the District in the 2016 SIP Board Order and Phase 9/10 EIR, the 2014 Stipulated Judgment, and the 2010 Coso Junction Maintenance Plan including: 1) maintenance and replacement of air monitoring equipment at Owens Lake; and 2) staff, legal, and consulting costs necessary to enforce mandatory regulatory and compliance requirements.

Employee Costs

Total employee costs are estimated to be \$3,036,000, an increase of 9.82% (\$271,500) over FY 2018-2019. This category includes an allocation of wages, retirement, medical benefits, taxes, unfunded liability for future retiree medical insurance and workers compensation insurance. Other factors reflected in the employee costs section include regular reclassification opportunities, regular step increases, retirement expenses, payroll taxes and workers compensation insurance. Details of the SB 270 draft proposed budget can be found in the accompanying *Final 2019-2020 Fiscal Year SB 270 Budget and Fee Assessment*.

Fiscal Impact

The proposed total budget for all 2019-2020 District activities is \$7,339,281. This is \$1,425,367 more or a 24.10% increase from the 2018-19 total budget of \$5,913,914. Details of the specific increase and decreases can be found in the attached tables. Total District costs will be funded by a combination of permit fees, state subvention, project funds, and SB270 fees charged to the City of Los Angeles.

Board Action:

Staff recommends that the Board conduct the first (of two) public hearing on the total budget, consisting of the General Fund and SB 270 sub-budgets and direct staff to make any changes based upon the results of the public hearing. The budgets are a no-action item at this time and but will be adopted at the May 2019 Board meeting.

Attachments:

- Total District Budget
- *2019-2020 Fiscal Year SB 270 Budget and Fee*, dated February 5, 2019 (bound separately)

TOTAL GBUAPCD BUDGET

2019.02.02

FY 2019-20 GENERAL FUND AND SB 270 BUDGET			
	2018-2019	2019-2020	% Change
GENERAL FUND			
I. Employee Costs	513,000	551,500	7.50%
II. Operating & Compliance	115,900	141,500	22.09%
III. Capital Outlay	32,350	102,000	215.30%
IV. Special Fund Account	134,164	478,500	256.65%
Total District	795,414	1,273,500	60.11%
SB 270 FEE			
I. Employee Costs	2,764,500	3,036,000	9.82%
II. Operating & Compliance	2,083,000	2,374,000	13.97%
III. Capital Outlay	271,000	455,000	67.90%
Sub-Total SB 270 Fee	5,118,500	5,865,000	14.58%
IV. Owens Lake Scientific Advisory Panel	-	200,781	
Total SB 270 Fee	5,118,500	6,065,781	18.51%
Less Reserve Policy Credit	-	-	-
SB 270 Fee Due	5,118,500	6,065,781	18.51%
TOTAL GENERAL FUND AND SB 270 BUDGET	5,913,914	7,339,281	24.10%



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: March 7, 2019

To: District Governing Board

From: Tori DeHaven, Clerk of the Board

Subject: Approval of the January 3, 2019 Regular Governing Board Meeting Minutes

Summary:

Attached for the Board's approval are the minutes from the January 3, 2019 regular meeting held in Independence, California.

Board Action:

Staff recommends that the Board review and approve the minutes from the January 3, 2019 meeting.

Attachment:

1. January 3, 2019 minutes

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
GOVERNING BOARD MINUTES

January 3, 2019

(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 January 3, 2019 in the Inyo County Administrative Center, Board of Supervisors Chamber, 224 N. Edwards Street (U.S. Highway 395), Independence, California 93526.

Governing Board members present:

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

Governing Board members absent:

0

A quorum was present.

GBUAPCD staff present:

Phill Kiddoo, Air Pollution Control Officer
Ann Logan, Deputy Air Pollution Control Officer
Tori DeHaven, Clerk of the Board
Susan Cash, Administrative Projects Manager
Kimberly Mitchell, Research & Systems Analyst II
Chris Lanane, Air Monitoring Specialist

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

Mel Joseph, Lone Pine Paiute Shoshone Reservation
April Zrelak, Lone Pine Paiute Shoshone Reservation
Maydelin Almazan Torres, Alpine County Resident

Agenda Item #1
Call to Order
Pledge of Allegiance

Board Chair Griffith called to order the regular meeting of the Governing Board at 10:00 a.m.

Mr. Chris Lanane then led the Pledge of Allegiance.

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

Board Chair Griffith asked for public comment on items not on the agenda at 10:00 am.

No comment was offered.

Agenda Item #3
Consent Items
(Action)

Motion (Kingsley/Hames) adopting consent items a through e as follows:

- a. Approval of the November 1, 2018 Regular Governing Board Meeting Minutes
- b. Approve Purchase of Dataloggers and Communication Equipment from Campbell Scientific, a Sole-Source Provider, for \$33,970.03
- c. Approve Purchase of Sand Motion Monitors from Sensit Inc., a Sole-Source Provider, for \$25,519.85
- d. Approve Purchase of One (1) Model 1405 PM10 TEOM, from Thermo Environmental Instruments, a District Sole-Source Provider, for \$25,000
- e. Approval of Proposed 2019 District Rule and Policy Adoption Schedule

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

Noes: 0

Abstain: 0

Absent: 0

Motion carried 7/0 and so ordered.

B/O #190103-03

Agenda Item #4
Informational Items
(No Action)

No comments or questions.

Agenda Item #5
Board Member
Reports
(No Action)

Board member Hames reported that he noticed smoke in the valley as he was traveling to the Board meeting.

Board member Wentworth commented on the federal government shutdown and the possible ramifications to local and state agencies.

Board member Corless noted that this would possibly be her last meeting as a Governing Board member due to her Sierra Nevada Conservancy appointment.

Board members Stump and Totheroh had nothing to report.

Board member Kingsley reported that he is looking forward to 2019. He also noted that his constituents are happy with the woodstove replacement program.

Board Chair Griffith reported that he continues to be a part of the Regional Groups for Forest Management Task Force. There are many other agencies who attend but there seems to be limited participation from them.

Agenda Item #6
Air Pollution Control
Officer Reports
(No Action)

APCO Kiddoo reported that Mr. Larry Biland, of the United States Protection Agency (US EPA), has been awarded the Gold Medal for his work at Owens Lake. The Gold Medal is the highest honor and US EPA staff were happy to be able to give it to Mr. Biland. APCO Kiddoo then went on to report that today is his 14th

anniversary with the District and is also DAPCO Logan's 4th anniversary with the District.

Board member Wentworth asked APCO Kiddoo if the District had been affected by the federal government shutdown.

APCO Kiddoo replied that the District has been affected as now communication with federal agencies, such as the US EPA, have stopped which has led to some delay with certain things.

Agenda Item #7
Confirm Date and
Location of Next
Regular Meeting
(March 7, 2019, in
Mono County, CA)

The next regular meeting of the District Governing Board will convene at 10:00 am on March 7, 2019 in Mammoth Lakes, 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 #8
CLOSED SESSION

The Board convened into closed session at 10:11 am.

The Board reconvened into open session at 11:53 am.

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

- f. 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.

Agenda Item #9
CLOSED SESSION

Report: Information and direction given.

**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).

Agenda Item #10
CLOSED SESSION

Report: Information given.

**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.

Agenda Item #11
CLOSED SESSION

Report: Information given.

CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATORS

Conference with labor negotiators – Section 54957.6 of the California Government Code: Changes regarding the salaries, salary schedules or compensation paid in the form of fringe benefits. Employee group: Non-Management Employees.

Agenda Item #12
CLOSED SESSION

Report: APCO Kiddoo appointed as negotiator and direction given.

CLOSED SESSION – CONFERENCE WOTH LABOR NEGOTIATORS

Conference with labor negotiators – Section 54957.6 of the California Government Code: Changes regarding the salaries, salary schedules or compensation paid in the form of fringe benefits. Employee group: Management Employees.

Report: APCO Kiddoo appointed as negotiator and direction given.

Adjournment

The meeting was adjourned by Board Chair Griffith at 11:53 am. The Board will reconvene in open session at 10:00 am, on Thursday, March 7, 2019 in Mammoth Lakes, California.

,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: March 7, 2019

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Waiver of District Rule 1102 Annual Town and Counties Per Capita
Assessment for Fiscal Year 2019-2020

Summary:

Section 40701.5 of the California Health and Safety Code provides for expenses of an air pollution control district to be met by, among other things, an annual per capita assessment on the counties and cities that make up a district. District Rule 1102 provides for each of the District's three counties and the Town of Mammoth Lakes to help fund District programs by paying \$0.55 per capita annually. Based on the latest U.S. Census Bureau population estimates (2017), the annual assessment amounts would be \$616 for Alpine County, \$9,914 for Inyo County, \$3,320 for Mono County and \$4,473 for the Town of Mammoth Lakes (see summary below). Since 1992, the District Board has suspended the collection of these contributions. The decision to waive the contributions for a given fiscal year is made on an annual basis. The waiver decision must be made by the Governing Board and should occur before the budget is finalized.

<u>Member Agency</u>	<u>2017 pop</u>	<u>@ \$0.55 ea.</u>
Alpine Co.	1,120	\$ 616
Inyo Co.	18,026	9,914
Mono Co.	6,036	3,320
Mammoth Lakes	<u>8,132</u>	<u>4,473</u>
Totals	33,314	\$18,323

Fiscal Impact:

Approving the waiver would reduce General Fund (GF) revenues in FY 2019-20 by \$18,323, however, it is not expected to have a significant impact on the GF budget. The GF (non-SB270) reserve amount as of January 31, 2019 is \$1,833,297. The estimated 2019-20 annual budget for General Fund operations (non-SB270, non-special) is \$795,000. Waiver of the capita fee is assumed in the forecasted General Fund revenue in FY 2019-20.

Because General Fund reserves are currently more than 33.3% of the annual operating budget, the General Fund reserve policy dictates that we suspend annual CPI adjustments to the permit fee schedule until reserves drop below 33.3%. Since the General Fund reserve is currently above the 33.3% threshold, waiving the per capita fee is consistent with the intent of the reserve policy.

Board Action:

Staff recommends that the Board waive the Rule 1102 annual per capita fee for the 2019-2020 fiscal year.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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BOARD REPORT

Mtg. Date: March 7, 2019

To: District Governing Board

From: Ann Logan, Deputy Air Pollution Control Officer

Subject: Authorization to Enter into Grant Agreement for Quality Assurance Review
of Point Source Emissions Data from the California Air Resources Board

Summary:

The District was approved for a second year of Quality Assurance Review of Point Source Emissions Data Grant from the California Air Resources Board (CARB). 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. The total grant amount for Fiscal Year 2019-2020, the second year of this grant, is \$8,500.00. The District's participation in this program will ensure emissions data for Alpine, Mono and Inyo counties are accurate and reported in a consistent manner.

Fiscal Impact:

Acceptance of this grant will increase the General Fund budget revenue by \$8,500. The grant amount and associate General Fund budget revenue may increase if other districts choose to not participate as those funds will be reallocated to participating districts. The revenue has already been incorporated in the draft budget documents presented earlier today.

Board Action:

Staff recommends the Board approve and authorize the Air Pollution Control Officer to accept and enter into the AB197 Emission Inventory Grant Agreement for Fiscal Year 2019-2020 with the California Air Resources Board for quality assurance review of point source emissions data.



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: March 7, 2019

To: District Governing Board

From: Ann Logan, Deputy Air Pollution Control Officer

Subject: Designation of Environmental Permitting Specialists as a Sole Source Provider and Approval of \$4,000 Contract Amendment with Environmental Permitting Specialist for a Total Contract Amount Not to Exceed \$13,900

Summary

In 2018 the District was approved for a Quality Assurance Review of Point Source Emissions Data Grant from the California Air Resources Board (CARB). The Governing Board accepted the grant and authorized the District to enter into a grant agreement to assist with implementation of California Assembly Bill (AB) 197 requiring statewide emissions inventories to be updated annually and available to the public for greenhouse gases, criteria pollutants and toxic air contaminants from stationary sources. The total AB197 grant amount for Fiscal Year 2018-2019 was \$20,267.00.

Due to the significant effort needed to initiate the emission reporting program, on October 17, 2018, the APCO signed a contract in the amount of \$9,900 with Ray Kapahi Doing Business As (DBA) Environmental Permitting Specialists for the period October 12, 2018 through June 30, 2019. The contract was to assist District staff in updating the District's California Emission Inventory Development and Reporting System (CEIDARS) database from 2008-2017 as provided for under the AB 197 grant. Significant progress has been made in collecting, calculating and reporting emissions but slightly more staff and contractor time has been exhausted than originally projected. The current contract is anticipated to run out prior to all work being completed. In order to finish the emission reporting project in the most cost and time efficient manner and to provide for additional staff training for the future reporting, District staff recommends that Environmental Permitting Specialist be designated as a sole source provider for the remaining work so that a formal bid for the work would not be needed. This designation is to be made based on availability and experience of the contractor, as required in the District's purchasing policy (Section 3.3 – Sole Source Determination).

Consent Agenda (Action) - Designation of Environmental Permitting Specialists as a Sole Source Provider and Approval of \$4,000 Contract Amendment with Environmental Permitting Specialist for a Total Contract Amount Not to Exceed \$13,900

March 7, 2019 – Agenda Item No. 5d – Page 1

Fiscal Impact

The original contract with Ray Kapahi DBA Environmental Permitting Specialists was for \$9,900 for the period October 12, 2018 through June 30, 2019 and was completed by the APCO under his authority. There are sufficient funds for the proposed contract amendment increase of \$4,000.00 for a total contract amount not to exceed \$13,900.00 available in the AB197 grant for Fiscal Year 2018-2019. The AB197 grant for Fiscal Year 2018-2019 was \$20,267.00

BOARD ACTION

Staff recommends the Governing Board take the following actions:

1. Designate Ray Kapahi DBA Environmental Permitting Specialists of Sacramento, California as a sole source provider based on availability and experience per the District's purchasing policy, section 3.3 (Sole Source Determination).
2. Authorize the Air Pollution Control Officer to sign and execute a contract amendment for a contract increase of \$4,000.00 with Ray Kapahi DBA Environmental Permitting Specialists for a total contract amount not to exceed \$13,900.00 with the funds for the work to come from the AB197 grant funds for Fiscal year 2018-2019.

Consent Agenda (Action) - Designation of Environmental Permitting Specialists as a Sole Source Provider and Approval of \$4,000 Contract Amendment with Environmental Permitting Specialist for a Total Contract Amount Not to Exceed \$13,900

March 7, 2019 – Agenda Item No. 5d – Page 2



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: March 7, 2019

To: District Governing Board

From: Grace A. McCarley Holder, Senior Scientist

Subject: Approval of Contract with American Conservation Experience (ACE) for Work Crew for the Keeler Dunes Project for an Amount Not to Exceed \$39,276

Summary:

This Board report is for approval of a contract with American Conservation Experience (ACE) to provide a work crew for operation and maintenance activities in the Keeler Dunes Dust Control Project in the spring of 2019. As discussed in the Keeler Dunes Project Update and Long-Term Plan (see Agenda Item 8. for this Board Meeting), a change was made in January 2019 to the way work was conducted in the project in an effort to reduce costs and extend the project so that additional plant irrigation, planting and control work could be completed.

ACE is a non-profit organization that is dedicated to providing rewarding environmental service opportunities for motivated youth in service to government agencies. ACE's conservation corps program is for participants, aged 18-25 who are considering land management as a career path or potential course of study. Corps members serve in professionally supervised teams as they explore future outdoor careers, learn practical field skills, and develop confidence as emerging leaders in the field of conservation. Corps members are supported during their service with cost of living stipends and food on projects. ACE crews are used by multiple government agencies, including the Bureau of Land Management, US Fish and Wildlife Service, National Park Service, US Forest Service, and California State Parks to help in environmental restoration projects.

ACE generally operates with an 8-person crew that includes a crew leader(s) and corps members. The crews work in blocks of 4 to 8 days, depending on the work task. Each 4 day period is considered a week and consists of 10 hours of work per day. Weeks are combined back-to-back

Consent Agenda (Action) - Approval of Contract with American Conservation Experience (ACE) for Work Crew for the Keeler Dunes Project for an Amount Not to Exceed \$39,276.00

March 7, 2019 – Agenda Item No. 5e – Page 1

to form an 8 day block. Crews generally camp when on a work assignment. The crew that will be working on the Keeler Dunes Project will be based out of the ACE office in Ridgecrest, CA and will travel to the Keeler Dunes at the beginning of the work block returning either 4 or 8 days later when the block is over. ACE crews provide their own personal protective equipment, shovels, and other project-specific implements, camping supplies and equipment. All crews are fully insured by ACE. ACE will provide the crew leaders with UTV training so that they will be able to use District UTVs to transport the crew members in the project as well as haul materials and equipment.

During the long-term planning process, District staff investigated several options for providing a work crew needed for the project. Options included continuing with crews from a construction or landscaping company, hiring part time contract employees or using a conservation corps type group. The first two were ruled out due to the overall cost and the amount of time and effort needed for supervision and field oversight of contract employees. The conservation corps model has benefits of providing self-contained, fully insured crews at a much lower overall cost.

Most conservation groups in California are based in urban areas or areas quite a distance from the project. Many of the groups, such as the California Conservation Corps (CCC), live at a residential center and commute daily to job sites as part of their work day, with no guarantee on who is on the crew every day. Since the closest residential center is in San Bernardino, this does not work for the Keeler Dunes Project.

ACE is the only conservation group that was identified that is able to provide a consistent work crew, is based relatively local to the project (Ridgecrest) and has the ability to provide a crew as-needed for the work in the project. Having a consistent work crew composed of the same members during each work season will make the crew more efficient and productive and will reduce the amount of training and oversight needed.

Fiscal Impact:

The largest expense in the Keeler Dunes Project at this time is the cost of the labor needed to conduct plant irrigation, plant installation and other operation and maintenance work. Labor in the project completed through the contracts with Barnard Construction and Nature's Image had labor costs ranging from 50 to 65% of the contract amount. Using a work crew from ACE will reduce the cost of labor by over 60% saving substantial project funds.

There is an estimated \$200,000 available in the Keeler Dunes Project budget for 2018-2019 due to the cancellation of the contract with Nature's Image. These funds will be used for work and expenses during the remainder of the 2018-2019 fiscal year. District staff developed a comprehensive budget for the equipment, materials, work crew, plant propagation and other

expenses needed through the end of the fiscal year. The budget included funds for providing a conservation type work crew to conduct the upcoming spring 2019 plant irrigation work in the project. It is estimated from previous work in the dunes that the spring 2019 plant irrigation effort should take about 5 weeks to complete.

The cost quote from ACE for providing a work crew for a 5 week period totals \$39,276. Approval of the contract with ACE would encumber those funds from the Keeler Dunes Project 2018-2019 budget and allow the work to be completed in the spring of 2019.

Board Action:

Staff recommends the Governing Board take the following actions:

1. Designate American Conservation Experience of Dulzura, California as a sole source provider for project operation and maintenance services for the Keeler Dunes Dust Control Project based on availability and cost per the District's purchasing policy, section 3.3 (Sole Source Determination).
2. Approve and authorize the Air Pollution Control Officer to sign the attached contract with American Conservation Experience of Dulzura, California for project operation and management services for the Keeler Dunes Dust Control Project during the 2018-2019 FY for an amount not to exceed \$39,276 with the funds for the work to come from the Keeler Dunes Project budget.

Attachment:

1. Contract with American Conservation Experience (ACE) for Operation and Maintenance Activities in the Keeler Dunes Project.

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND AMERICAN CONSERVATION EXPERIENCE
FOR THE PROVISION OF OPERATION AND MAINTENANCE SERVICES
FOR THE KEELER DUNES DUST CONTROL PROJECT**

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the Operation and Maintenance services for the Keeler Dunes Dust Control Project by the American Conservation Experience of Dulzura, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from MARCH 7, 2019 to JUNE 30, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed **Thirty-Nine Thousand Two Hundred and Seventy-Six (\$39,276)** Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the District, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment **A**, which were done at the District's request. This statement will be submitted to the District not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the District will also include an itemization of any travel or per diem expenses, which have been approved in advance by District, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the District's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, District shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, District will not withhold any federal or state income taxes or social security from any payments made by District to Contractor under the terms and conditions of this Agreement.

(2) District will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, District has no obligation to withhold any taxes or payments from sums paid by District to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. District has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by District to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the District an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment **A** which are requested by the District. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with District to ensure that all services and work requested by District under this Agreement will be performed within the time frame set forth by District.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the District. Contractor will provide District, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and District as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, District reserves the right to make such determinations for purposes of this Agreement. The District is responsible for the permits, approvals, and authorizations required for access and work within the Keeler Dunes project.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment **A** to this Agreement. District is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for other costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. DISTRICT PROPERTY.

A. Personal Property of District. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by District pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of District. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all written compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, data, computer programs, reports, studies, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the District. At the termination of the Agreement, Contractor will convey possession and title to all such properties to District.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The Great Basin Unified Air Pollution Control District, its agents, officers, employees, and volunteers shall be named as additional insured, or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **D** and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of District. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the District. No agent, officer, or employee of the District is to be considered an employee of Contractor. It is understood by both Contractor and District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not as employees of District.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless District, its agents, officers, employees, and volunteers from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees, and volunteers harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees, and volunteers harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, District shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of District, its officers, employees, or volunteers.

12. CANCELLATION.

This Agreement may be canceled by District without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to District.

13. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, municipal, and District law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of District shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which District determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, District has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. District has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of District. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of District.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by District in a timely manner, or fails in any way as required to conduct the work and services as required by District, District may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, District will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

17. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, county, and District laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the District. Any disclosure of confidential information by Contractor without the District's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict interest statement if requested by the District. District will notify Contractor, if such a request is made, of Contractor's disclosure category under the conflict of interest laws.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the District in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the District, or who has been an adverse party in litigation with the District, and concerning such, Contractor by virtue of this Agreement has gained access to the District's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, county, or District statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of District to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, District has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

24. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

25. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or District shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

Great Basin Unified**Air Pollution Control District**

Attn: GRACE HOLDER
Address: 157 SHORT STREET
City, State, Zip: BISHOP, CA 93514

Contractor: American Conservation**Experience**

Name: Julia Parish
Address: 2900 N. Fort Valley Road
City, State, Zip: Flagstaff, AZ 86001

26. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

///

////

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____
DAY OF _____.

GREAT BASIN UNIFIED
AIR POLLUTION CONTROL DISTRICT

CONTRACTOR

By: _____

By: Julia Parish
PRINT NAME

Dated: _____


SIGNATURE

Dated: 02/14/2019

ATTACHMENT A

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND AMERICAN CONSERVATION EXPERIENCE
FOR THE PROVISION OF OPERATION AND MAINTENANCE SERVICES
FOR THE KEELER DUNES DUST CONTROL PROJECT**

TERM:

FROM: MARCH 7, 2019 TO: JUNE 30, 2019

SCOPE OF WORK

The work performed by American Conservation Experience (ACE) through this Agreement will be coordinated through Grace Holder (Project Manager, Senior Scientist) or Sondra Grimm (Technical Services Specialist). Invoices submitted for work under this contract shall state that the funding is to be charged to the Keeler Dunes Dust Control Project.

Work tasks will consist of operation and maintenance work in the Keeler Dunes Dust Control Project and include, but are not limited to:

- conducting supplemental irrigation watering of plants present in the project,
- removal of invasive weeds,
- repair of bale mounds,
- minor repair of hoses, valves and fittings,
- collection of water use data through the recording of data from water meters,
- removal of plant protection cages,
- general plant care

Work will be conducted by a work crew consisting of 4 to 8 people, including a crew leader and 3 corps members. Permits, approvals and agreements needed for the project are the responsibility of the District.

The District will provide equipment and materials required for plant irrigation, weed removal, bale mound repair, metering of water usage, cage removal and plant care, and transportation in the project. ACE will provide transportation to and from project site, personal protective equipment, UTV training and relevant personal protective equipment, camping supplies and equipment, subsistence and insurance.

The total cost for the services provided shall not exceed \$39,276.00

ATTACHMENT B

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND AMERICAN CONSERVATION EXPERIENCE
FOR THE PROVISION OF OPERATION AND MAINTENANCE SERVICES
FOR THE KEELER DUNES DUST CONTROL PROJECT**

TERM:

FROM: MARCH 7, 2019 TO: JUNE 30, 2019

SCHEDULE OF FEES:

The Fee Schedule for services requested in Spring 2019 is provided in next two pages



American Conservation Experience

1373 Marron Valley Rd, Dulzura, CA 91917

Quote for Services: Great Basin Unified Air Pollution Control District

This quote is for the provision of a self contained crew from American Conservation Experience to conduct sand dune restoration and stabilization for the Great Basin Unified Air Pollution Control District in Keeler, CA. This sand dune restoration and stabilization project would include native plant outplanting, post-planting irrigation, and installation and maintenance of dune stabilization materials (straw bales) for up to 22 weeks during the years 2019 - 2020.

Tentative Work Schedule

2019

March / April: 5 weeks, or 2.5 hitches

2019 - 2020 Fiscal Year

June / July: 4 weeks, or 2 hitches

September / October: 7 weeks, or 3.5 hitches

January / February: 4 weeks, or 2 hitches

March / April: 7 weeks, or 3.5 hitches

Total Crew Weeks: 22

An 8-person crew, including 2 crew leaders and 6 corps members, for a 40-hour week would be \$7,855.32 per week, or \$ 24.55/hr. per person. The annual cost for five (5) work weeks is \$39,276.00 and the annual cost for 22 work weeks is \$172,817.00.

This cost is inclusive of:

- Crew supervision,
- Transportation to and from the project site,
- Shovels and personal protective equipment (PPE),
- UTV training and relevant personal protective equipment (PPE),
- Camping supplies and equipment,
- Subsistence,
- Insurance.

Phone: (808) 594-2721

www.usaconservation.org



American Conservation Experience

1373 Marron Valley Rd, Dulzura, CA 91917

Quote for Services: Great Basin Unified Air Pollution Control District

The crews will comply with the following safety and minimal impact requirements when working on Great Basin Unified Air Pollution Control District lands:

- Use minimum impact techniques (Leave No Trace),
- Comply with CDFW and CA DPR regulations regarding native wildlife and flora,
- ACE staff and crew will adhere to all partner land use regulations.

Phone: (808) 594-2721 www.usaconservation.org

ATTACHMENT C

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND AMERICAN CONSERVATION EXPERIENCE
FOR THE PROVISION OF OPERATION AND MAINTENANCE SERVICES
FOR THE KEELER DUNES DUST CONTROL PROJECT**

TERM:

FROM: MARCH 7, 2019 TO: JUNE 30, 2019

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

None

ATTACHMENT D

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND AMERICAN CONSERVATION EXPERIENCE
FOR THE PROVISION OF OPERATION AND MAINTENANCE SERVICES
FOR THE KEELER DUNES DUST CONTROL PROJECT**

TERM:

FROM: MARCH 7, 2019 TO: JUNE 30, 2019

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any

insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT E

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND AMERICAN CONSERVATION EXPERIENCE
FOR THE PROVISION OF OPERATION AND MAINTENANCE SERVICES
FOR THE KEELER DUNES DUST CONTROL PROJECT**

TERM:

FROM: MARCH 7, 2019 TO: JUNE 30, 2019

FORM W-9

**Request for Taxpayer
Identification Number and Certification
(On File)**



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

BOARD REPORT

Mtg. Date: March 7, 2019

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Approval of Tech Office Lease for the Period April 1, 2019-June 30, 2020 at the Rate of \$850/Month

Summary:

The current Tech Office Lease at 407 West Line, Bishop, Units 1&2 is set to expire on May 29, 2019. In order to not have a break in the lease, and to get the lease on the same schedule as our Fiscal Year, a new lease was negotiated for the period April 1, 2019-June 30, 2020 at the cost of \$850.00 month. This is an increase of \$25/month.

Fiscal Impact:

The total cost of this lease is \$12,750 for 15 months. The first three months of the lease (\$2,550) is in Fiscal Year 2018-2019 and is budgeted. The remaining 12 months of the lease (\$10,200) is in Fiscal Year 2019-2020 and is included in the draft budget on the agenda today.

Board Action:

Staff recommends the Board approve and authorize the APCO to sign the attached lease agreement.

Attachment:

1. Lease



CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☐ Buyer ☐ Seller ☐ Landlord ☒ Tenant _____ Date _____
Great Basin Unified Air Pollution Control

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent _____ Premier Property Management DRE Lic. # 01929609

By _____ Real Estate Broker (Firm) DRE Lic. # 01929609 Date 1-24-19
(Salesperson or Broker-Associate, if any) Tonya Miller

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AD REVISED 12/18 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Premier Property Management, 1449 Rocking W Drive Bishop CA 93514
Tonya Miller

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: 7609372181

Fax:

407 W 1st Ave #1 &



CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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REAL ESTATE BUSINESS SERVICES, INC.
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525 South Virgil Avenue, Los Angeles, California 90020



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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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Agenda Item No. 5f - Attachment 1

190307

BOARD PACKET ~ Page 43 of 139



COMMERCIAL LEASE AGREEMENT
(C.A.R. Form CL, Revised 12/15)

Date (For reference only): January 24, 2019

Ronald & Cora Trust dtd 1/16/08 c/o Premier Property Mangement,
Great Basin Unified Air Pollution Control District

("Landlord") and
("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 407 W Line Street,
Unit #1 & Unit #2; Bishop, CA 93514
comprise approximately 13.0 % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.

2. **TERM:** The term begins on (date) April 1, 2019 ("Commencement Date").
(Check A or B):

☒ A. **Lease:** and shall terminate on (date) June 30, 2020 at 12:00 ☐ AM ☒ PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

☐ B. **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

☐ C. **RENEWAL OR EXTENSION TERMS:** See attached addendum _____

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

☐ (1) \$ _____ per month, for the term of the agreement.

☐ (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

☐ (3) \$ _____ per month for the period commencing _____ and ending _____ and
\$ _____ per month for the period commencing _____ and ending _____ and
\$ _____ per month for the period commencing _____ and ending _____

☐ (4) In accordance with the attached rent schedule.

☐ (5) Other: _____

B. Base Rent is payable in advance on the 1st (or ☒ 1st) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Premier Property Management at (address) P.O. Box 1526; Bishop, CA 93515 location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on Tenant already in possession, this is a renewal.

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord \$825.00 already paid as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (Signature)

Tenant's Initials (Signature)



7. PAYMENTS:

	<u>TOTAL DUE</u>	<u>PAYMENT RECEIVED</u>	<u>BALANCE DUE</u>	<u>DUE DATE</u>
A. Rent: From <u>04/01/2019</u> To <u>04/30/2019</u> Date Date	\$ <u>850⁰⁰</u>	\$ _____	\$ _____	<u>04/01/2019</u>
B. Security Deposit	\$ _____	\$ _____	\$ _____	_____
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ <u>850⁰⁰</u>	\$ _____	\$ _____	_____

8. **PARKING:** Tenant is entitled to 2 unreserved and n/a reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.
9. **ADDITIONAL STORAGE:** Storage is permitted as follows: No additional storage. The right to additional storage space ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.
10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, **\$51.00** as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.
11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: renewal. Items listed as exceptions shall be dealt with in the following manner: _____.
12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.
13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant. Electricity, phone, internet and any other items that the tenant desires besides trash, water, sewer, landscaping.
14. **PROPERTY OPERATING EXPENSES:**
- A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____
- OR B. ☒ (If checked) Paragraph 14 does not apply.
15. **USE:** The Premises are for the sole use as Storage and repair of items. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.
16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.
17. **MAINTENANCE:**
- A. Tenant OR ☐ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
- B. Landlord OR ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and and landscaping.

Landlord's Initials GA

Tenant's Initials _____

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COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)

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- 18. ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐ _____) day period preceding the termination of the agreement.
- 22. SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ☐ _____) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) Property to be cleaned, HVAC to be in working condition.
- All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
- 25. BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$2,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials JP () ()

Tenant's Initials () ()

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- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises ☐ has, or ☒ has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises ☐ has, or ☒ has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
- 35. DISPUTE RESOLUTION:**
- A. MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
- "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**
- "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials



Landlord's Initials

Tenant's Initials

Tenant's Initials

CL REVISED 12/15 (PAGE 4 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)

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407 W Line #1 &



Premises: 407 W Line Street, Unit #1 & Unit #2; Bishop, CA 93514

Date January 24, 2019

36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Premier Property Management

P.O. Box 1526; Bishop, CA 93515

760-937-2151

Premierprorentals@gmail.com

BishopProrentals.com

Tenant: Great Basin Unified Air Pollution Control District

Susan Cash/ Phil Kiddoo

760-872-8211 401 W Line Street; Bishop, CA 93514

scash@gbuapcd.org

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** N/A-----

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA)

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: Premier Property Management (Print Firm Name) is the agent of (check one):

☐ the Landlord exclusively; or ☒ both the Tenant and Landlord.

Selling Agent: Premier Property Management (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):

☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☒ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials *AP* () ()

Tenant's Initials () ()

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COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

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Agenda Item No. 5f - Attachment 1

190307

BOARD PACKET ~ Page 48 of 139

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant _____ Date _____

Great Basin Unified Air Pollution Control District
(Print name)

Address 407 W Line Street #1 & #2 City Bishop State CA Zip 93514

Tenant _____ Date _____

(Print name)

Address _____ City _____ State _____ Zip _____

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Landlord agrees to ~~rent~~ the Premises on the above terms and conditions.

Landlord Tonya Miller Date 1-24-19

(owner or agent with authority to enter into this agreement) Ronald & Cora Trust dtd 1/16/08 c/o Premier Property Management

Address P.O. Box 1526 City Bishop State CA Zip 93515

Landlord _____ Date _____

(owner or agent with authority to enter into this agreement)

Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) Premier Property Management DRE Lic. # 01929609

By (Agent) Tonya Miller DRE Lic. # 01929609 Date 1-24-19

Tonya Miller

Address P.O. Box 1526 City Bishop State CA Zip 93515

Telephone (760)937-2151 Fax _____ E-mail premierprorentals@gmail.com

Real Estate Broker (Listing Firm) Premier Property Management DRE Lic. # 01929609

By (Agent) Tonya Miller DRE Lic. # 01929609 Date 1-24-19

Tonya Miller

Address P.O. Box 1526 City Bishop State CA Zip 93515

Telephone (760)937-2151 Fax _____ E-mail premierprorentals@gmail.com

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COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)

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COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM

(C.A.R. Form CLCA 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated Ronald & Cora Trust dtd 1/16/08 c/o Premier Property Management in which Great Basin Unified Air Pollution Control District is referred to as "Landlord" and Great Basin Unified Air Pollution Control District is referred to as "Tenant". Paragraph 34 of the lease is deleted in its entirety and replaced by the following:

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

- A. Landlord states that the Premises ☐ have, or ☒ have not been inspected by a Certified Access Specialist (CASp).
- B. If the Premises have been inspected by a CASp,
- (1) Landlord states that the Premises ☐ have, or ☒ have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
 - (2) ☐ (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
- OR ☐ (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
- OR ☐ (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
- C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,
- "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards are the responsibility of Tenant, ☐ Landlord, ☐ Other _____.

Tenant (Signature) _____ Date _____

Tenant (Print name) Great Basin Unified Air Pollution Control District

Tenant (Signature) _____ Date _____

Tenant (Print name) _____

Landlord (Signature) Tonya Miller Date 1-24-19

Landlord (Print name) Ronald & Cora Trust dtd 1/16/08 c/o Premier Property Management

Landlord (Signature) _____ Date _____

Landlord (Print name) _____

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CLCA 11/16 (PAGE 1 OF 1)

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)

Premier Property Management, 1449 Rocking W Drive Bishop CA 93514
Tonya Miller

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Phone: 7609372181

Fax:

407 W Line #1 &





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ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☒ Other **Commercial Lease Agreement**

dated January 24, 2019, on property known as 407 W Line Street Unit #1 and #2
Bishop, CA 93514

in which Great Basin Unified Air Pollution Control District is referred to as ("Buyer/Tenant")
and Ronald & Cora Trust dtd 1/16/08 c/o Premier Property Management is referred to as ("Seller/Landlord").

1) Tenant agrees to no cultivation, growing, cooking, baking, smoking or consumption of marijuana on the property.

2) Tenant agrees to no vaping on the property.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 1-24-19

Date 1-24-19

~~Buyer~~/Tenant Great Basin Unified Air Pollution Control District

~~Seller~~/Landlord Ronald & Cora Trust dtd 1/16/08 c/o Premier Property

Buyer/Tenant _____

Seller/Landlord _____

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ADDENDUM (ADM PAGE 1 OF 1)



Premier Property Management, 1449 Rocking W Drive Bishop CA 93514
Tonya Miller

Phone: 7609372181
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Fax:

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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: March 7, 2019

To: District Governing Board

From: Grace A. McCarley Holder, Senior Scientist

Subject: Approve Purchase for the Propagation and Delivery of 10,000 Native Shrubs for the Keeler Dunes Project with Greenheart Farms of Arroyo Grande, California, a Sole-Source Provider, for an Amount Not to Exceed \$26,710.30

Summary:

This Board report is for consideration and approval of a purchase order with Greenheart Farms of Arroyo Grande, California for propagation and delivery of 10,000 native shrubs for the Keeler Dunes Dust Control Project. Greenheart Farms has grown out plants previously for the Keeler Dunes Project in 2016 and 2017. In May 2017 and July 2018, Greenheart Farms was designated as a sole source provider for providing native shrubs for the project due to the high-quality plants that they produced and overall cost.

In January 2019, District staff requested a quote from Greenheart Farms for growing out 10,000 native shrubs for the project. The quote includes the grow out of four species of native shrubs using seed collected from the Owens Lake area. Plants will be grown out in 2-inch x 10-inch plant containers and delivered to the District's Keeler office in October 2019 so they can acclimate to the local conditions before being installed in the project in January/February 2020. A description of the plan for installing and watering the plants in the project is provided in the Board Report for Item 8 (Keeler Dunes Project Update and Long Term Plan) in this Board Packet.

Fiscal Impact:

There is an estimated \$200,000 available in the Keeler Dunes Project budget for 2018-2019 due to the cancellation of the contract with Nature's Image. These funds will be used for work and expenses during the remainder of the 2018-2019 fiscal year. District staff developed a budget for

Consent Agenda (Action) - Approve Purchase for the Propagation and Delivery of 10,000 Native Shrubs for the Keeler Dunes Project with Greenheart Farms of Arroyo Grande, California, a Sole-Source Provider, for an Amount Not to Exceed \$26,710.30
March 7, 2019 – Agenda Item No. 5g – Page 1

the equipment, materials, work crew, plant propagation and other expenses needed through the end of the fiscal year. A total of \$30,000 was budgeted for plant propagation.

The cost quote from Greenheart Farms for propagation and delivery of 10,000 native shrubs totals \$26,710.30. Approval of the purchase order with Greenheart Farms would encumber those funds from the Keeler Dunes Project 2018-2019 budget and allow the plants to be started in the spring of 2019.

Board Action:

Staff recommends the Governing Board approve and authorize the Air Pollution Control Officer to sign the attached purchase order with Greenheart Farms of Arroyo Grande, California for propagation and delivery of 10,000 native shrubs for the Keeler Dunes Dust Control Project for an amount not to exceed \$26,710.30 with the funds to come from the Keeler Dunes Project budget.

Attachment:

1. Purchase Order with Greenheart Farms for 10,000 native shrubs



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

PURCHASE ORDER #2019-__GH

SELLER: Greenheart Farms, Inc. 902 Zenon Way Arroyo Grande, CA 93420 Phone: (805) 481-2234	Bill To: Great Basin Unified APCD 157 Short Street, Bishop, CA 93514 Attention: Grace Holder Phone: Attention: (760) 872-8211 x 236 Email: Attention: gholder@gbuapcd.org	Ship To: Keeler Dunes Dust Control Project 190 Cerro Gordo Ave Keeler, CA 93530		
Purchase Order No: 2019-__GH	Date: 3/7/2019	Delivery Date: October 2019 (exact date to be determined)		
GBUAPCD Representative: Grace Holder		Project Name: Keeler Dunes Dust Control Project		
Prime Client Name: Marcelo Punches, Greenheart Farms, Inc.		Payment Terms: upon receipt of plants		
Ship Via: Greenheart Farms	FOB:	Freight Terms: To be delivered to office yard in Keeler, CA		
<i>Work/Items (see attached quote)</i>	Unit of Measure	Quantity	Plant Price	Total Plant Price
Native shrubs – 2" by 10" container	Per plant	10,000	\$2.30	\$23,000
<i>Plant requirements as listed below*</i>				
Freight/Delivery	Each		\$1,927.80	\$1,927.80
Subtotal (plants):				\$23,000.00
Tax on plants (7.75%)				\$1,782.50
Delivery to Keeler, CA (non-taxable)				\$1,927.80
Total not to Exceed				\$26,710.30

***Plant Requirements**

1. Plants will be in good condition
2. Plants shall be approximately 6 to 7 inches in height.
3. Plants will be provided in 2" by 10" containers.
4. Plants will have a well-developed root ball.
5. Plants in 2'x10' containers will be ready for delivery in October 2019.
6. Greenheart Farms, Inc. will coordinate with District for delivery of plants to Field office in Keeler, CA.
7. The District or their designated representative has the right to make periodic inspections of the progress of the plants for the project.
8. Greenheart Farms will save/return the pots used for the project once the plants are placed in the field, upon direction of District.
9. Plant numbers: A total of 10,000 plants are included in this Purchase Order. The number of individual plants shall be approximately as follows:

ATPO	2,500
ATPA	2,500
SAVE	2,500
SUMO	2,500

The number of individual plants of the five species can be adjusted, within reason, as needed, in order to provide the total number of plants required for the project.

Acknowledged: _____ (initials)
Authorized representative

Purchase Order Terms and Conditions

- 1. ACCEPTANCE AND TERMS AND CONDITIONS:** This Purchase Order No. 2019- GH dated 03/07/2019 ("Order") is issued by GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT ("DISTRICT") to GREENHEART FARMS INC ("Seller"). Seller will accept this Order by the earlier to occur of: (1) DISTRICT's receipt of written acceptance by Seller, or (2) Seller's commencing to perform any services called for by this Order ("Services"). By accepting this Order, Seller agrees to comply with all of its terms and conditions, including any attachments hereto and all specifications and other documents referenced herein. This Order does not constitute acceptance by the DISTRICT of the terms and conditions of any offer to sell, any quotation, or any proposal from Seller, nor does reference in this Order to any of the same constitute a modification of any terms and conditions of this Order. ANY ACKNOWLEDGEMENT OF THIS ORDER OR OTHER DOCUMENT CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS ORDER IS NOT BINDING UPON THE DISTRICT UNLESS SPECIFICALLY ACCEPTED BY THE DISTRICT'S CONTRACTUAL REPRESENTATIVE IN WRITING.
- 2. IDENTIFICATION:** All invoices, packages, shipping notices, and other written documents affecting this Order shall contain the applicable Order number. A packing list shall be enclosed in each shipment pursuant to this Order, indicating the contents therein. The final invoice will not be processed for payment until all Items invoiced are received or Services performed.
- 3. SHIPPING INSTRUCTIONS:** All Items are to be shipped freight prepaid, F.O.B. destination, unless otherwise stated. Where DISTRICT has so authorized in writing, Items may be shipped F.O.B. shipping point, but Seller shall prepay all shipping charges, route the Items by the cheapest common carrier or the carrier specified, and list said charges as a separate item on Seller's invoice. Each invoice for shipping charges shall be accompanied by the original or a copy of the bill indicating that such charges have been paid. DISTRICT reserves the right to reject C.O.D. shipments. Seller shall not insure the Items for DISTRICT'S account during shipment, except upon DISTRICT's written request or where the shipping mode is parcel post.
- 4. SPECIAL CHARGES:** Seller shall be responsible for the payment of all charges for handling, packaging, wrapping, bags, containers, and related matters, unless DISTRICT has assumed an express obligation.
- 5. DELIVERY:** Time is of the essence, and this Order may be terminated if delivery is not made or Services are not performed by the Delivery Date specified above. No change in the scheduled delivery date or performance will be permitted without DISTRICT's prior written consent. No acceptance of Items or Services after the scheduled delivery date will waive DISTRICT's rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof.
- 6. INVOICES AND PAYMENT:** DISTRICT will remit payment to Seller by mail. Invoices will clearly reference the Purchase Order Number and Project Name shown on the face of this Order. Seller's right to payment is contingent upon DISTRICT'S approval and acceptance of the plants. Payment shall not be evidence of DISTRICT'S final acceptance of that which is called for by this Order. Payment shall be subject to subsequent adjustment for shortage and allowance for articles or services rejected. Seller agrees that payments owed to it for performance under this Order may be offset by DISTRICT by amounts equal to what DISTRICT owes Seller under any other contract arrangement.
- 7. DEPOSIT:** DISTRICT MAY pay a deposit for the items in this agreement upon written acceptance of this order by the SELLER. If such a deposit is made, the DISTRICT will require a payment and/or a performance bond for the amount of the deposit.
- 8. PRICES AND TAXES:** If price is not stated on this Order, it is agreed that the Items and/or Services shall be billed at the price last quoted, or paid by a customer of Seller, or the prevailing market price, whichever is lower. Seller shall pay all taxes and fees that may arise out of its sale of the Items and/or Services to DISTRICT.
- 9. TERMINATION: TIME IS OF THE ESSENCE OF THIS ORDER. (A) FOR DEFAULT:** DISTRICT may, by written notice of default to Seller, terminate this Order in whole or in part if Seller fails to perform any part of this Order within the time specified herein or in any changes to or extensions of this Order. Upon such termination, DISTRICT may procure, upon such terms and in such manner as DISTRICT deems appropriate, Items or Services similar to those canceled, and the Seller shall be liable to DISTRICT for any excess costs of such Items and/or Services. **(B) FOR CONVENIENCE:** DISTRICT may, by written notice to Seller, terminate this Order in whole or in part for any reason. Upon such termination, DISTRICT and Seller shall negotiate reasonable termination charges. After receipt of notice of such termination, Seller shall transfer title and deliver to DISTRICT all Items and Services satisfactorily completed and in process as directed by DISTRICT. Seller warrants that it is selling the Items and Services herein ordered at its most favorable prices. Seller shall continue performance of this Order to the extent not terminated under the provisions of this Section 9. The rights and remedies provided in this Section 9. shall not be exclusive and are in addition to any other rights and remedies provided DISTRICT hereunder or by law or in equity.
- 10. INSPECTION AND REJECTION:** DISTRICT (or their designated representative) shall have the right, but not the obligation, to inspect the plants during the period of plant growth prior to acceptance. Such inspection may include review for progress with DISTRICT's applicable plant condition requirements. If any inspection is made by DISTRICT on the premises of Seller, without additional charge, Seller shall provide or arrange for all reasonable facilities and assistance for the safety and convenience of DISTRICT's inspectors in the performance of their duties. Rejection of Items and/or Services shall be made as promptly as practicable, but any such failure to inspect or reject shall neither relieve Seller from responsibility for such Items and/or Services that are not in accordance with the requirements of this

Order, nor impose any liability on DISTRICT. Unless otherwise provided herein, final inspection shall be made in October 2014 prior to acceptance of the plants for delivery to the project site. The inspection and acceptance by DISTRICT of any Items does not relieve the Seller from responsibility regarding defects or other failures to meet Order requirements or warranties which may be discovered subsequently, including latent defects.

11. WARRANTIES: (A) Seller warrants: (1) all Items and Services furnished to be free of any claim of any nature by any third person and (2) all Items/Plants provided hereunder will be fit for the particular purpose intended and as set forth in this Order. Seller shall be responsible to re-perform any Services or replace any Items that do not conform to any of the foregoing warranties at no cost to DISTRICT or DISTRICT's client, and will reimburse DISTRICT for all reasonable costs associated with or arising from any defects in or failure of the Items and/or Services provided under this Order to comply with these warranties.

12. GENERAL INDEMNITY: Seller agrees to defend, indemnify and hold harmless DISTRICT and its client benefiting from this Order, and their respective employees, officers, directors, agents and subcontractors, from any and all demands, claims, or suits by any and all persons or entities due to or arising out of the delivery and performance, or failure to perform, of any Items and/or Services included in this Order, or due to Seller's failure to satisfy any warranties, express or implied, given by Seller in providing the Items and/or Services purchased with this Order and/or any changes or extensions of this Order.

13. CHANGES: DISTRICT may at any time make changes, within the general scope of this Order, in any one or more of the following without limitation: (1) drawings, designs, or specification of the Items or Services to be furnished; (2) method of shipment or packing; (3) time and/or place of delivery and (4) quantity of Items or Services ordered. If such change causes an increase or decrease in the price of this Order or the time required by Seller to perform under this Order, an equitable adjustment shall be made, and the Order modified in writing accordingly. Any claim for adjustment by the Seller hereunder must be asserted in writing within seven (7) days from the date the change is ordered. Any change in this Order shall be binding upon DISTRICT only when confirmed in writing by the Contractual Representative of DISTRICT.

14. NON-TRANSFERABILITY: Unless DISTRICT has provided prior written consent, any partial or complete assignment of right(s) or delegation of obligation(s) by Seller, including subcontracting to a third party, shall be void.

15. COMPLIANCE WITH LAWS: Seller agrees to comply with the applicable provisions of all federal, state or local laws and ordinances and all lawful orders, rules and regulations issued thereunder. Seller shall also comply with any provisions, representations, agreements or contractual clauses required to be included or incorporated by reference or by operation of law in the contract resulting from acceptance of this Order, including, without limitation, those dealing with Equal Opportunity (41 CFR 60-1.4 et seq.), and the related Acts and Executive orders as now or later codified which are appropriate to the Items and/or Services provided and attached and incorporated in this Order by this reference. Further, Seller warrants that each chemical substance constituting or contained in any Items sold or otherwise transferred to DISTRICT hereunder is included in the list of chemical substances compiled, published and amended periodically by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), as amended. Seller certifies and guarantees that all such Item(s) supplied hereunder are in compliance with applicable sections of the Federal Hazardous Substances Act (15 U.S.C. § 2051 et seq.) as amended, and the Consumer Product Safety Act (15 U.S.C. § 1261 et seq.) as amended, and lawful standards and regulations issued thereunder. In accepting this Order, Seller represents that the Items and/or Services to be furnished hereunder were or will be produced or performed in compliance with the requirements of the Fair Labor Standards Acts of 1938, as amended. Seller further warrants that the Items sold and/or Services to be furnished hereunder shall conform to the applicable standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 as amended (29 U.S.C. 651, PL91-596), and Occupational Safety and Health Administrations Standard 29 CFR 1910-1200, Hazard Communication.

16. NAME REFERENCES AND INFORMATION: Seller shall not in any manner publish the fact that it has furnished or contracted to furnish DISTRICT, or DISTRICT's client, if any, the Items and/or Services herein mentioned or use the name or trademarks or service marks of DISTRICT (registered or unregistered) or its client, if any, in Seller's advertising or other publications. Seller shall not disclose any information relating to this Order or any of DISTRICT's or its client's information received in any manner with respect to this Order to any person not authorized in advance by DISTRICT in writing to receive it. Seller shall use the information supplied by DISTRICT only to furnish the Services and/or Items covered by this Order and for no other purpose; provided, that Seller may use such information, including technical data, in the supply of Items and/or Services to the Federal Government to the extent that the Federal Government has the right to authorize such use under a prime contract with Seller. Upon completion or termination of this Order, all information supplied by DISTRICT will be returned to DISTRICT. Seller agrees that all copyrights on all original written information and material submitted to DISTRICT as a result of this Order will become, on payment, the property of DISTRICT, and that DISTRICT will be the owner of any copyright in such material. Seller may retain one confidential copy for its files. All information disclosed by Seller hereunder to DISTRICT is free from any restriction, unless clearly marked as "confidential" and so agreed by the parties in writing prior to disclosure.

17. RIGHTS, REMEDIES, CONSTRUCTION, AND CLIENT DISPUTES: As of the effective date, this Order and all attachments hereto constitute the entire Order between the parties relating to the sale and purchase of the Items and/or Services, and incorporate all negotiations, commitments and writings with respect to this Order. This Order may not be released, discharged, abandoned, changed, renewed, extended or modified in any manner, except by an instrument in writing signed by an Authorized Representative of DISTRICT. It is agreed that the failure by DISTRICT at any time, or from time to time, to require the performance by Seller of any term(s) and/or

condition(s) of this Order shall not constitute a waiver by DISTRICT of the particular term(s) and condition(s) and shall not affect or impair said term(s) or condition(s) in any way. Each of the provisions of this Order shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provision shall not affect the remainder of such provision nor any other provision(s). Any dispute between DISTRICT and Seller arising hereunder shall first be resolved by taking the following steps where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party, 2) by executive management of each party, 3) by mediation or 4) through a court system of competent jurisdiction. Notwithstanding the dispute, Seller shall continue to perform its obligations, unless DISTRICT terminates or otherwise suspends performance hereunder. The costs for each parties' legal actions will be borne by each respective party, regardless of outcome.

18. PATENTS: Seller warrants that the sale or use of the Item(s) and/or Service(s) covered by this Order will not infringe, contribute to the infringement or induce infringement of any patents or copyrights, either in the U.S.A. or in other countries. Seller covenants to defend, indemnify and hold harmless DISTRICT and its clients from every lawsuit for any such alleged or actual infringement or inducement to infringe which may be brought against DISTRICT, its client, or other parties in privity with any of them, and to pay all defense costs and fees of counsel which DISTRICT incurs and all damages, profits, royalties or other recoveries in every such lawsuit.

19. QUALITY: Seller shall comply with quality assurance requirements provided with this Order, whether originating with DISTRICT, DISTRICT's client or both.

20. ON-SITE SERVICES AND SAFETY: If Seller is to install any Items or perform any Services on DISTRICT's property, then Seller shall conform strictly to all of DISTRICT's or its client's site rules and regulations, as well as all applicable federal, state and local regulations affecting safety. It shall be Seller's obligation to obtain a copy of such site rules from DISTRICT or DISTRICT's client prior to the commencement of any such installation or performance.

21. INSURANCE: Seller and all of its subcontractors shall procure and maintain the following insurance: commercial general liability with limits of \$1,000,000 per claim; automobile liability with a combined single limit of \$1,000,000; workers' compensation as statutorily required; and employers liability with limits of \$500,000 per occurrence. DISTRICT will be included as additional insured on the commercial general liability. The insurance policies described above shall provide for a waiver of subrogation rights in favor of DISTRICT and its client. A Certificate of Insurance shall be provided to the DISTRICT within 30 days of award.

22. AUTHORIZED REPRESENTATIVES: DISTRICT will designate on each Order, or change to any Order, the name or names of those individuals who may act for DISTRICT as the "Technical Representative" as described herein. Such Technical Representative shall have full authority to act on behalf of DISTRICT for all purposes reasonably necessary to complete any purchase(s) included in this Order. DISTRICT's Technical Representative is not authorized to change the Services or goods ordered, Agreement Amount, Period of Performance, or terms and conditions of this Agreement. No changes to this Agreement shall be binding upon DISTRICT unless incorporated in a written modification to this Agreement and signed by DISTRICT's Contractual Representative.

23. MISCELLANEOUS: Any additional requirements imposed on DISTRICT which may reasonably pertain to the Items and/or Services provided by Seller are incorporated herein by reference to the extent that a copy of such requirements is affixed as an attachment hereto.

Purchase Order No: 2019-__GH	
Great Basin Unified Air Pollution Control District	Seller: Greenheart Farms, Inc.
157 Short Street, Suite 6 Bishop, CA 93514	902 Zenon Way Arroyo Grande, CA 93420
Signature:	Signature of Authorized Representative:
Name/Title:	Name/Title:
Date:	Date:



902 Zenon Way
Arroyo Grande, CA 93420
P: (805) 481-2234 | F: (805) 481-7374

Quote

Quote	QTE1402
Date	1/24/19
Page	1

Bill To:

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

Phone: (760) 872-2288 Ext. 0000

Ship To:

Keeler Dunes Dust Control Project
Old State Highway
Keeler CA 93530

Phone: (000) 000-0000 Ext. 0000

Confirm to:

Fax: (619) 872-6109 Ext. 0000

Customer ID		Salesperson ID	Payment Terms	Shipping Method	Req Ship Date	
GREATBA		17	Net 30 Days	GHF, TRAILER	10/14/19	
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
2,500.000	RECLAMATION	Atriplex polycarpa	50	\$2.30	\$5,750.00	
2,500.000	RECLAMATION	Atriplex parryi	50	\$2.30	\$5,750.00	
2,500.000	RECLAMATION	Suaeda nigra	50	\$2.30	\$5,750.00	
2,500.000	RECLAMATION	Sarcobatus vermiculatus	50	\$2.30	\$5,750.00	
1	RC FREIGHT	Freight / Delivery	Each	\$1,927.80	\$1,927.80	
				Subtotal	\$24,927.80	
				Misc	\$0.00	
				Tax	\$0.00	
				Total	\$24,927.80	

FOB Arroyo Grande, CA

*Freight charge includes GHF return trip to
Keeler, CA to pick up bins.



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: March 7, 2019

To: District Governing Board

From: Grace A. McCarley Holder, Senior Scientist

Subject: Authorization for the Purchase of Two (2) 4WD Gas 4 or 6 Seat Utility Task Vehicles (UTVs) for Use in the Keeler Dunes Project for an Amount Not to exceed \$40,000

Summary:

This Board report is for authorization to purchase two Utility Task Vehicles (UTVs) for the Keeler Dunes Dust Control Project. The UTVs are needed, starting in March 2019 for the spring irrigation work. The UTVs need to be able to seat 4 to 6 workers and tow up to 2,000 pounds such that 4WD and high clearance are needed.

Generally, motorized vehicles are not permitted in the Keeler Dunes. However, the District has been given special permission by the Bureau of Land Management to use all terrain and utility type work vehicles within the dunes for transporting workers, straw bales, plants, and other materials and equipment along designated routes in the project. During previous work in the project by Barnard Construction Company and Nature's Image two to three UTVs were supplied as part of the contract. Upcoming work will be done by American Conservation Experience (ACE) workers. Personal protective equipment and shovels will be provided by ACE but the District needs to provide the UTVs for transportation and for carrying equipment and materials within the project.

Formal bids were solicited according to the District's Purchasing, Bidding and Contracting Policy. No bids were received by the original closing date of 4:00 PM on Wednesday, February 13, 2019 so the bid period was extended two weeks until 4:00 PM on Wednesday, February 27, 2019. A copy of the bid materials for the extended bid request is provided as an attachment to this Board Report.

Consent Agenda (Action) - Authorization for the Purchase of Two (2) 4WD Gas 4 or 6 Seat Utility Task Vehicles (UTVs) for use in the Keeler Dunes Project for an amount not to exceed \$40,000

March 7, 2019 – Agenda Item No. 5h – Page 1

District staff ran a public notice of the bid announcement with a total of 14 publications in three different newspapers over the course of the initial and extended bid periods. Additionally, both public notices were posted and the vehicle bid materials were made available for download on the District website. A list of the public notice publications is provided below.

Publications and Publication Dates for Initial Bid Period:

Inyo Register: January 20, 2019 and February 2, 5, and 9, 2019

The Sheet: February 2 and 9, 2019

The Tahoe Daily Tribune: February 1 and 8, 2019

Publications and Publication Dates for Extended Bid Period:

Inyo Register: February 19, 21, 23, and 26, 2019

The Sheet: February 23, 2019

The Tahoe Daily Tribune: February 22, 2019

The public notices requested bids for the following: Bid Number 2019-UTV1, for Two (2) New 2018 or 2019, 4 or 6 Seat, Gas, 4WD Utility Task Vehicles (UTVs), Roll Over Protection System (ROPS) with delivery to the District's Keeler Field Office.

District staff also contacted and sent bid materials to six dealerships listed below.

Carter Powersports, Las Vegas, NV

Chaparral Motorsports, San Bernardino, CA

Palmdale Supercycles, Palmdale, CA

Reno Cycles and Gear, Reno, NV

RideNow Powersports on Craig, Las Vegas, NV

Tulare Polaris, Tulare, CA

Fiscal Impact:

There is an estimated \$200,000 available in the Keeler Dunes Project budget for 2018-2019 due to the cancellation of the contract with Nature's Image. These funds will be used for work and expenses during the remainder of the 2018-2019 fiscal year. District staff developed a budget for the equipment (including the purchase of two UTVs), materials, work crew and other expenses needed through the end of the fiscal year. Based on research of the cost for purchasing new UTVs with the requirements needed for the project, it is estimated that the vehicles will cost approximately \$18,000 to \$20,000 each, including delivery to Keeler. A total of \$40,000 was budgeted for the two UTVs.

Consent Agenda (Action) - Authorization for the Purchase of Two (2) 4WD Gas 4 or 6 Seat Utility Task Vehicles (UTVs) for use in the Keeler Dunes Project for an amount not to exceed \$40,000

March 7, 2019 – Agenda Item No. 5h – Page 2

Discussions with several vendors after the initial bid period passed without any submitted bids, indicate that at least two to three bids should be received during the extended bid period. The District's Purchasing, Bidding and Contracting Policy allows the APCO to award the bid of the vehicles to the lowest qualifying responsible bidder while purchases over \$10,000 need to be authorized by the District Board.

Since the exact amount of the purchase is not known at this time and will not be known until bids are opened on February 27, 2019, staff are requesting that the Board approve the purchase for an amount not to exceed \$40,000, since that is the amount budgeted. If the amount of the lowest qualifying bid is less than \$40,000 any remaining funds would be kept in the Keeler Dunes Project Budget. Award of the bid by the APCO and approval of the purchase and delivery of the two UTVs by the Board will encumber the required funds from the Keeler Dunes Project 2018-2019 budget and allow for work to proceed this spring.

Bids submitted by the close of the extended bid period will be publicly opened on February 27, 2019 at 4:00 PM and reviewed to make sure they meet all of the requirements set forth in the specifications. Pending Board approval of the purchase, the APCO will award the bid to the lowest qualifying bidder. District staff recommends that the Board authorize the purchase and delivery of two new UTVs for the Keeler Dunes Project to the successful bidder for an amount not to exceed \$40,000.

Board Action:

Staff recommends the Governing Board approve the purchase and delivery of two UTVs to the successful bidder for an amount not to exceed \$40,000 with the funds to come from the Keeler Dunes Project 2018-2019 budget and authorize the Air Pollution Control Officer to sign a purchase order with the successful bidder.

Attachment:

1. Bid package 2019-UTV1



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

BID NUMBER 2019-UTV1:

Two (2) New 2018 or 2019, 4 or 6 Seat Gas 4WD Utility Task Vehicles (UTVs) Roll Over Protection System (ROPS)

Extension of Bid Period

BIDS MATERIALS
TO BE DELIVERED TO:

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

BIDS WILL BE OPENED:

Bid period has been extended from February 13, 2019 to
February 27, 2019, 4:00 p.m.

DIRECT QUESTIONS TO:

Grace Holder (760) 872-8211

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

IMPORTANT: Bid must be sealed with bid number (2019-UTV1) on the outside of envelope and must be delivered or mailed to Clerk of the Board, 157 Short Street, Suite 6, Bishop, CA 93514. **No faxed or e-mailed bids will be accepted.** Sealed bids will be accepted until 4:00 p.m. on Wednesday, **February 27, 2019**, at which time all bids received will be publicly opened. Read the Instructions and Conditions carefully before making your Bid or Quotation. References to "District" in this document shall mean the Great Basin Unified Air Pollution Control District.

INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures are permitted. Mistakes may be crossed out with corrections made adjacent and initialed in ink by the person signing the quotation.

2. State the brand or make on each item. If you are quoting on the articles exactly as specified, the words "or equal" must be stricken out by the bidder and initialed. If you are quoting on another make, model, or brand, the manufacturer's name and catalog number must be given with descriptive information and attached to the quotations.
3. Price should be stated in units specified herein.
4. Each quotation must be in a separately sealed envelope with the bid number on the outside. It must be submitted to the District's Bishop Office, not later than the hour and day specified herein, at which time it will be publicly opened and read.
5. Date of delivery is a part of the consideration and MUST BE stated in definite terms and adhered to. If the date varies on different items, the bidder shall so state.
6. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
7. No charge for packing, shipping, or for any other purpose will be allowed over and above the prices quoted on this sheet.
8. Contracts and/or purchase orders will be made or entered into with the lowest responsible bidder meeting the specifications. Where more than one item is specified, the District reserves the right to determine the low bidder either on the basis of individual items or on the basis of all items included in the Instructions and Conditions.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations or any part thereof, either separately or as a whole, or to waive any inconformity in a bid.
10. In case of default by the vendor, the District may procure the articles or service from other sources.
11. Delivery is desired as soon as possible after anticipated approval of purchase by District Board on March 7, 2019. Please indicate on the Bid Offer Form your estimated delivery date in calendar days from approval of order.
12. Delivery will be made to the Great Basin Unified Air Pollution Control District office at 190 Cerro Gordo, Keeler, CA 93530. Bid prices should include all transportation, insurance charges and installation/operation manuals. Failure to bid FOB Destination Freight Included may disqualify your bid. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery which do not meet the specifications will be the responsibility of the vendor.
13. The vendor shall hold the District, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this quotation.

14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Verify your quotations before submission as they cannot be withdrawn or corrected, after being opened.
16. Return all sheets of the bid package whether or not you quote a price. If you do not quote, state your reason or your name may be removed from the mailing list.
17. Amounts paid for transportation of property to the District are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as the Great Basin Unified Air Pollution Control District, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
18. The District reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the District. All determinations made by the District regarding the bid requirements shall be final.
19. Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.

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

TO THE GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT:

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

COMPANY NAME _____

STREET ADDRESS _____

CITY AND STATE _____ ZIP _____

PHONE NO. _____

BY _____

SIGNATURE _____

DATED AT _____

ON _____, 2019

Specifications for Bid Number 2019-UTV1

Great Basin Unified Air Pollution Control District

Two (2) New 2018 or 2019, 4 or 6 Seat Gas 4WD Utility Task Vehicles (UTVs) Roll Over Protection System (ROPS)

Vehicle type:	New 4 or 6 Seat Gas 4WD Utility Task Vehicle (UTV) Roll Over Protection System (ROPS)
Model year:	2018 or 2019
General Description:	4-Wheel Drive, 4 or 6 Seat, Utility Task Vehicle with Roll Over Protection Structure
Quantity:	Two (2)

Detailed Specifications:

- 4-wheel drive
- Gas powered
- Engine must be minimum 999 cc
- Automatic transmission
- Electronic Power Steering (EPS)
- 4-Wheel hydraulic disc brakes with dual-bore front calipers
- Tilt Steering Wheel
- 4 or 6 person, bench or seat design with each seat having a seat belt.
- Roll Over Protection Structure (ROPS) with roof
- 10 gallon gas tank minimum
- All terrain tires
- The utility bed box will be no less than 32 inches long x 42 inches wide x 11.5 inches tall
- Utility bed box capacity minimum of 1,000 pounds
- Total payload capacity minimum of 1,500 pounds
- 2-inch receiver hitch at rear of vehicle
- Towing capacity minimum of 2,000 pounds
- Ground clearance minimum of 10 inches
- Instrumentation to include: speedometer, tachometer, odometer, trip meter, clock, hour meter, gear indicator, fuel gauge, temperature indicator, service indicator, seatbelt reminder, and DC outlet.
- Vehicle to have a backup alarm and a horn
- Vehicle to have front bumper/headlight/fender guards
- Include all UTV shop – service and parts manuals
- Parking brake
- Skid plates
- Headlights and Taillights
- Standard color to be determined with successful vendor

Bid Form for Bid Number 2019-UTV1

Great Basin Unified Air Pollution Control District

**Two (2) New 2018 or 2019, 4 or 6 Seat Gas
4WD Utility Task Vehicles (UTVs) Roll Over Protection System (ROPS)**

Name of Bidder: _____

Vehicle Brand(s): _____

Vehicle Model(s): _____

Option or Accessory Package(s): _____

Total Vehicle Price for **TWO (2) VEHICLES** Delivered to District office in Keeler, CA,
Including Tax, License, and All Applicable Government Vehicle Fees for the vehicle.

Amount: \$ _____ (Figures)

_____ Dollars and _____ Cents (Words)

Delivery Date for the Vehicle: _____ (Delivery date may be
stated in terms of days after award of bid by District, anticipated to be on March 7, 2019)

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

Bid Number 2019-UTV1

**Two (2) New 2018 or 2019, 4 or 6 Seat Gas
4WD Utility Task Vehicles (UTVs) Roll Over Protection System (ROPS)
Extension of bid period**

The Clerk of the Board is requesting bids for: two (2) new 2018 or 2019 model 4-Seat Gas 4WD Utility Vehicles (UTVs) Roll Over Protection System (ROPS).

The bid period has been extended from Wednesday February 13, 2019 to Wednesday, February 27, 2019. Sealed bids will be accepted until 4:00 p.m. on Wednesday, February 27, 2019, at which time all bids received will be opened.

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

Publications and Dates:

Inyo Register:

Tu 2/19/2019 and 2/26/2019
Th 2/21/2019
Sat 2/23/2019

The Sheet:

Sat 2/23/2019

The Tahoe Daily Tribune:

Fri 2/22/2019



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: March 7, 2019

To: District Governing Board

From: Christopher Lanane

Subject: Approve Purchase of One (1) Filter-Based Particulate Matter Monitor (Partisol 2025i-AV) from Thermo Scientific, A Sole-Source Provider, for \$25,000

Summary:

A replacement filter-based particulate matter monitor (Thermo Partisol) is needed for the District's monitoring network in the Town of Mammoth Lakes. The current instruments in use throughout the District are 15 to 20 years old. The monitors currently in use 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. Data from these monitors provide EPA-regulation-required comparison data for the federal PM10 and PM2.5 standards and are crucial to determining the effectiveness of the mitigation measures in place in the nonattainment areas throughout the District.

Financial Justification:

Funds are available in the FY 2018-19 General Fund budget (\$25,000) to cover the cost of replacement PM monitors.

Fiscal Impact:

The cost of the filter-based particulate monitor and associated equipment is estimated to be \$25,000, to be taken from the General Fund Scientific Equipment budget.

Board Action:

Staff recommends the Governing Board authorize the APCO to approve a purchase order for the procurement of one (1) filter-based particulate matter monitor (Partisol 2025i-AV) from Thermo Scientific, a sole-source provider, for \$25,000.

Consent Agenda (Action) – Approve Purchase of One (1) Filter-Based Particulate Matter Monitor (Partisol 2025i-AV) from Thermo Scientific, A Sole-Source Provider, for \$25,000

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GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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BOARD REPORT

Mtg. Date: March 7, 2019

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Approval of District Family and Medical Leave Policy

Summary:

The District does not currently have a written policy for Family and Medical Leaves. Past practice has been to comply with the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), although District employees were not eligible due to the small size of the agency.

The interaction of protected leaves, wage replacement programs, and employee accrued paid leave can be complicated. This can be very stressful for employees and supervisors trying to figure it all out in the middle of an employee's family or medical situation. It is critical that the information be available to staff and supervisors, and that employees be able to plan lengthy absences with as little uncertainty as possible.

As this policy falls under "terms and conditions of employment", the policy is subject to meet and confer with the District's employee associations. Meetings were held, and the employee associations have agreed to the attached policy.

Fiscal Impact:

The implementation of this policy follows the current practice and does not increase costs to the District.

Board Action:

Staff recommends the Governing Board approve and adopt the attached proposed Family and Medical Leave Policy.

Attachment:

1. Proposed Family and Medical Leave Policy



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

FAMILY AND MEDICAL LEAVE POLICY



MARCH 2019



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SECTION 1 General Information

Introduction to Leave(s) of Absence (LOA)

The purpose of this policy is to provide you with information concerning federal and state family and medical leave of absence provisions, specifically the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL). These statutes provide employees with reasonable job-protected and unpaid leave(s) of absence (LOA) for medical reasons and specified family care. The intent of these laws is to afford employees the ability to balance the demands of the workplace with the needs of families.

Incorporated within this policy is information regarding LOA eligibility, entitlement, certification, benefits, rights and obligations, and general information regarding the District's administration of these LOAs.

This policy is not intended to be the sole source of information due to the complexities of these LOA provisions. Their inter-relationship and overlap with the District's Accrued Paid Leave Balances (APLB), along with the integration of California's State Disability Insurance (SDI) and Paid Family Leave (PFL) programs can be difficult to navigate.

As a public agency employer, the District is covered by FMLA, CFRA, and PDL but the District's employees are not eligible under FMLA or CFRA as the District does not employ 50 employees. However, it is the policy of the District to afford its employees the benefits provided by these federal and state LOA provisions. Collectively, FMLA, CFRA, and PDL are known as Family and Medical Leaves (FML). Employees seeking an FML LOA should read this Family and Medical Leave Policy and are strongly encouraged to consult with the District's Human Resources Office before taking a LOA.

District Policy Regarding Medical Certificates

The District's Memorandum of Understanding requires, "any employee of the District, who shall remain absent from work on sick leave for any period in excess of seven (7) calendar days in any one period shall furnish the APCO (at employee's own expense) a certificate signed by a licensed member of the healing arts that said employee or member of his immediate family was sick" (Section 3.7.1). This is required whether or not the sick leave is qualified under any of the following LOA provisions.

Family and Medical Leave Act (FMLA)

The federal Family and Medical Leave Act requires employers to provide unpaid, job-protected LOA, job restoration, and continuation of health benefits in the event an employee or an employee's covered family member has a qualifying health condition or specific family need. In 2009, the amended FMLA regulations added two (2) military family LOAs known as "Caregiver LOA" and "Qualifying Exigency LOA." These LOA provisions are to care for a covered servicemember with a serious injury or illness, and/or any qualifying exigency for a covered military member. The District's applicable APLB will run concurrent with an FMLA LOA.

California Family Rights Act (CFRA)

The California legislature established the California Family Rights Act (CFRA) which contains family

care and medical LOA provisions for California employees. Similar to the FMLA, the act was established to ensure secure leave rights, and provides eligible employees with unpaid, job-protected leave, job restoration, and continuation of health benefits in the event an employee/covered family member has a qualifying medical condition or specific family need. Unlike the FMLA, CFRA does not provide leave for disabilities or related medical conditions due solely to pregnancy or childbirth. However, SB 63 (New Parent Leave Act – NPLA) amended CFRA to include up to 12 weeks of unpaid protected leave for bonding within one year of a child's birth, adoption, or foster care placement. Where applicable, the District's APLB will run concurrent with CFRA LOAs and, in most cases, CFRA and FMLA LOAs will run concurrently.

Pregnancy Disability Leave (PDL)

California's Pregnancy Disability Leave Act, contained within the Fair Employment and Housing Act, has a provision related to pregnancy disability leave. PDL provides employees with unpaid, job-protected LOA, job restoration, and continuation of health benefits when disabled due to pregnancy, childbirth, or a related medical condition.

The District's applicable APLB may run concurrent with PDL, if the employee so chooses. Additionally, PDL will run concurrent with an FMLA LOA (if eligible). Employees are entitled to take PDL in addition to any LOA entitlement they may have under CFRA. Employees affected by pregnancy/child birth or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or duties (temporary modified work assignment/reasonable accommodation), if medically advisable.

Temporary or Short-Term Reasonable Accommodation

Pursuant to the Americans With Disabilities, and California's Fair Employment and Housing and Pregnancy Disability Leave Acts, employees may request a reasonable accommodation for temporary disabilities and/or short-term impairments of short duration (i.e., less than six months if "substantially limiting" and thus disabling) and/or conditions related to pregnancy, childbirth, or related medical conditions with the advice of their health care provider. This policy will not go into depth regarding reasonable accommodations, as they are granted on a case-by-case basis.

Note: Should you have questions regarding the District's Reasonable Accommodation or Temporary Modified Work Program(s), contact the Human Resources Office.

Table 1 LOA Chart - *denotes unpaid time off

	CFRA* (California Family Rights Act - Gov. Code §12945.2)	FMLA* (Family and Medical Leave Act - 29 U.S.C. §2601, et seq.)	FMLA Caregiver Leave* (Family and Medical Leave Act - 29 U.S.C. §2601, et seq.)	FMLA Exigency Leave* (Family and Medical Leave Act - 29 U.S.C. §2601, et seq.)
Employee Eligibility	Same as FMLA	<ul style="list-style-type: none"> the employee worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles. 	<ul style="list-style-type: none"> the employee worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles. 	<ul style="list-style-type: none"> the employee worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.
Qualifying Events	Same as FMLA except: <ul style="list-style-type: none"> does not provide leave for disability on account of pregnancy, childbirth or related conditions employee's registered domestic partner is a family member FMLA military leaves not included in CFRA 	<ul style="list-style-type: none"> birth/adoption of a child; care for a newborn, newly adopted child or new foster care placement; employee's own serious health condition; or to care for certain family members who have a serious health condition. 	Employee may take up to 26 weeks of leave to care for a covered service- member who has a serious injury or illness on active duty that may render the service-member medically unfit to perform his or her duties.	Employee with a spouse, son, daughter, or parent on active duty or call to active duty status may use the 12-weeks to address certain "qualifying exigencies": military events, arranging for alternative childcare, addressing certain financial and legal arrangements, counseling sessions, post- deployment reintegration briefings.
Length of leave available	Same as FMLA	12 weeks in a 12-month period (can be taken on reduced leave or intermittent leave basis in some cases)	12 weeks in a 12-month period (can be taken on reduced leave or intermittent leave basis in some cases) OR 26 weeks to care for injured military service-member	12 weeks in a 12-month period (can be taken on reduced leave or intermittent leave basis in some cases) OR 26 weeks to care for injured military service-member
Reinstatement Rights	Same as FMLA	Guaranteed in absence of defense to same or comparable position.	Guaranteed in absence of defense to same or comparable position.	Guaranteed in absence of defense to same or comparable position.
Employer Must Maintain Group Health Coverage	Yes	Yes	Yes	Yes

Table 2 LOA Chart

	PDL* (Pregnancy Disability Leave – Gov. Code §12945)	NPL - New Parental Leave Act* (part of California Family Rights Act – Gov. Code §12945.6)	SDI State Disability Insurance	PFL Paid Family Leave Program
Employee Eligibility	All employees with pregnancy-related disabilities	The employee worked for a covered employer for at least one year, • for 1,250 hours over the previous 12 months, and • if at least 20 employees are employed by the employer within 75 miles.	<ul style="list-style-type: none"> • be unable to do your customary work for at least eight days • have lost wages because of your disability • have earned at least \$300 from which SDI deductions were withheld during your base period • be under the care and treatment of a licensed physician/practitioner/religious practitioner within the first eight days of your disability 	<ul style="list-style-type: none"> • be unable to do your customary work for at least eight days • have lost wages because you were caring for a seriously ill family member or bonding with a new child • have earned at least \$300 from which SDI deductions were withheld during your base period • be under the care and treatment of a licensed physician/practitioner/religious practitioner within the first eight days of your disability
Qualifying Events	Pregnancy-related disability preventing work (includes morning sickness, prenatal care, post-partum issues and end of pregnancy matters)	"Baby bonding" – care for newborn, newly adopted or placed for foster care within one year of leave	Employee's own serious health condition.	Family member's serious health condition that requires employee's care or assistance
Length of leave available	Length of pregnancy-related disability, up to "four months"	12 weeks	Up to 52 weeks	Up to 6 weeks
Reinstatement Rights	Guaranteed to same position	Same or comparable position	None	None
Employer Must Maintain Group Health Coverage	Yes	Yes	No	No

SECTION 2 Eligibility/Qualifying Reasons & LOA Entitlement

Family Medical Leave Act/California Family Rights Act

Eligible Employees

To be an “eligible employee” for a LOA under the FMLA/CFRA, you must:

- be employed as a full time or part-time employee with the District;
- have worked at least 12 months for the District; and,
- have worked at least 1,250 hours (work hours) during the 12-month period immediately preceding commencement of the leave.
- Works at a site where the employer employs 50 or more employees within a 75-mile radius of the employee's worksite. (This requirement is waived by this policy)

Note: Work hours are defined by the Fair Labor Standards Act (FLSA). Employees are not required to re-qualify with 1,250 work hours for additional LOA if the LOA is for the same qualifying reason within the 12-month period or when LOA is taken for child bonding immediately following pregnancy disability. (See example)

Example: If Jane qualified for an FMLA/PDL LOA due to her pregnancy disability, she does not have to re-qualify with an additional 1,250 work hours to be eligible for LOA under CFRA to bond with her newborn child.

Qualifying Reasons for LOA

Circumstances qualifying for LOA under the FMLA/CFRA are any one, or more, of the following reasons:

1. Your own serious health condition that makes you unable to perform the functions of the job;
2. To care for your child, parent, spouse or domestic partner with a serious health condition;
3. Your disability due to pregnancy, child birth or related medical condition (FMLA only);
4. To care for your newborn child, within one (1) year of the birth (also known as child/ baby bonding), or for the placement of a son or daughter for adoption or foster care, within one year of placement;
5. For any qualifying exigency arising out of the fact that your spouse, son, daughter, or parent, is a covered military member on covered active duty status (FMLA only);

6. To care for your spouse, son, daughter, parent, or next of kin who is a covered servicemember (including certain veterans) with a serious injury or illness (FMLA only).

Note: Section 565 of the National Defense Authorization Act of 2010 (2010 NDAA) amended the military family LOA provisions of the Family and Medical Leave Act (FMLA). These amended LOA provisions have been incorporated in this policy. (See Section 11, Definitions/Key Terms)

Amount of LOA Entitlement

Full-time employees: An eligible employee's LOA entitlement is limited to a total of up to 12 workweeks of unpaid LOA during any 12-month period measured backward ("rolling lookback"). Under the "rolling lookback" 12-month period, each time an employee takes FMLA LOA, the remaining LOA entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Part-time employees: An eligible employee's LOA entitlement is on a proportional basis. The amount of LOA entitlement is based on the number of hours worked during the 12 months preceding commencement of the LOA. The "rolling lookback" method as described above will be used to calculate the proportionate LOA entitlement.

Exception for Military "Caregiver LOA" (FMLA only): An eligible employee's LOA entitlement under this provision extends job-protected LOA to a total of up to 26 workweeks to care for a covered servicemember with a serious injury or illness.

Note: If both parents work for the District, each is eligible for up to 12 workweeks of unpaid LOA for the birth of a child or to care for the child within one (1) year of birth (child bonding), or for the placement of a son or daughter for adoption or foster care within one (1) year of placement. The Human Resources Office can calculate and determine your amount of LOA entitlement. Additionally, employees are only entitled to a combined total of up to 26 workweeks for all types of FMLA LOA during a single 12-month period. (See examples)

Example 1: If Sam previously used 5 weeks of FMLA/CFRA for his own serious health condition, he would only be entitled to up to an additional 21 weeks of FMLA (within the same 12-month period) to care for his family member who is a covered servicemember.

Example 2: While Doris continues to be disabled and unable to work following the exhaustion of her FMLA/CFRA entitlement (12 workweeks), she may become eligible for more LOA entitlement as LOA taken more than 12 months prior "falls off" the rolling lookback calculation as long as she meets the FMLA/CFRA eligibility requirements.

Pregnancy Disability Leave

Eligible Employees

There are no eligibility requirements for LOA under California's Pregnancy Disability Leave (PDL).

Qualifying Reasons for LOA

You must be disabled due to pregnancy, child birth or related medical conditions. Receipt of medical certification/documentation is required for the LOA, as well as a return to work.

Amount of LOA Entitlement

An employee's LOA entitlement is limited to up to a total of 4 months (16 weeks) of unpaid LOA. Part-time employees may take PDL LOA on a proportional basis. The proportional LOA entitlement is based on the number of hours worked during the 12 months preceding commencement of the LOA.

PDL will run concurrent with an FMLA LOA (if eligible). Employees are entitled to take PDL in addition to any LOA entitlement they may have under CFRA. Employees affected by pregnancy/child birth or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or duties (temporary modified work assignment/reasonable accommodation), if medically advisable.

Note: The Human Resources Office can calculate and determine your amount of LOA entitlement if you are a part-time employee.

SECTION 3 LOA Usage

In most cases, an FMLA/CFRA/PDL LOA is usually taken for a period of consecutive days, weeks, or months. However, there may be medical reasons that require LOA to be taken periodically.

Intermittent LOA and Reduced Work Schedule

Under some circumstances, employees may need to take an FMLA/CFRA/PDL LOA intermittently or on a reduced work schedule. Intermittent LOA is taking LOA in separate periods of time for a single qualifying reason, on an as-needed basis. A reduced work schedule can be taken by reducing your daily or weekly work hours.

There must be a medical necessity for these types of LOAs that can be best accommodated through intermittent LOA or reduced work schedule (e.g. temporary modified work assignment).

For more information on the District's Temporary Modified Work Program, contact the Human Resources Office.

Medical Treatments/Appointments

When LOA is needed for planned medical treatments/appointments, a reasonable effort should be made to schedule treatments/appointments so as not to unduly disrupt the District operations.

Child Bonding, Placement for Adoption/Foster Care

LOA taken for child bonding, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. The basic minimum duration of LOA, provided for under CFRA, shall be two (2) weeks.

Any requests for less than two (2) weeks, intermittent LOA, or a reduced work schedule for child bonding, adoption, or foster care placement of a child is subject to approval by your supervisor and the APCO.

Transfer to an Alternate Position While on Intermittent LOA/Reduced Work Schedule

You may temporarily be transferred to an alternative position (for which you are qualified) during the period of your intermittent LOA or reduced work schedule to better accommodate recurring periods of LOA.

SECTION 4 Returning From LOA

Temporary Modified Work Assignments

Time spent performing “modified work” in a temporary modified work assignment does not count against your FML (FMLA/CFRA/PDL) LOA entitlement. Additionally, you will continue to occupy your regular position while performing temporary modified work.

Note: If you are on industrial sick LOA (Workers’ Compensation) and choose not to accept an available temporary modified work assignment (based on work restrictions provided by your health care provider), you may lose your Workers’ Compensation benefits. However, you may continue to remain on your FMLA/CFRA LOA, if eligible.

An employee may be entitled to a reasonable accommodation if his/her temporary disability and/or short-term impairment is of short duration (i.e., less than six months) and “substantially limiting” pursuant to the expanded definition of “disability” under the Americans with Disabilities Act final regulations (3/25/11). Employees who fall within this category should contact the District’s Human Resources Office for further information.

Reinstatement Following LOA

Upon return from an FMLA/CFRA/PDL LOA, you will be restored to your regular job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

The use of an FMLA/CFRA/PDL LOA will not result in the loss of any employment benefit that you earned or were entitled to before using FMLA/CFRA/PDL LOA. However, you have no greater right to restoration or to other benefits and conditions of employment than if you had been continuously employed.

SECTION 5 Required Certification

Depending on the nature of the requested LOA, employees are required to submit a certification supporting the need for an FMLA/CFRA qualifying LOA. Generally, there are three (3) types of certifications: an initial certification, a re-certification, and a return to work certification. Additionally, employees are responsible for providing a timely, completed, and sufficient certification within 15 calendar days of receiving a Notification of LOA (FML Form 5) from the Human Resources Office.

Employee's/Family Member's - Serious Health Condition

You are required to provide medical certification from your health care provider for your own serious health condition or from your family member's health care provider, as appropriate. The health care provider should complete the Certification of Health Care Provider (Employee/Family Member) (FML Form 2).

The medical certification shall include (where appropriate):

- the date on which your/family member's serious health condition commenced and duration of the medical condition;
- the estimated period of time you will be unable to perform the essential functions of your job;
- that it is medically necessary for you to provide care for your family member;
- that your medical condition is due to pregnancy/child birth or related condition;
- that you have been hospitalized overnight or that you or your family member is under the continuing care of a health care provider;
- if intermittent LOA, that a reduced work schedule or follow-up visits are medically necessary;
- the duration and frequency for absences/flare-ups or follow-up medical visits

Note: Employees requesting a PDL LOA only (ineligible for FMLA) are required to submit timely, completed, and acceptable supporting medical documentation/certification from their health care provider. If your FMLA/CFRA/ PDL LOA is foreseeable and you have provided a 30-day advance notice, you must provide any requested medical documentation prior to the commencement of your LOA.

Certification Following Pregnancy LOA

Medical documentation which certifies that you are no longer disabled due to pregnancy/childbirth/related medical condition is needed to begin the "child bonding" LOA as provided for under CFRA.

Certification for Military Family LOAs

Under the FMLA's military family LOA provisions, you are required to provide a military family LOA certification in the case of a LOA taken to (1) care for your family member who is a covered servicemember and has a serious injury or illness or (2) for any qualifying exigency arising out of the fact that your family member, is a covered military member on covered active duty.

Employees requesting a military family LOA must submit the applicable Certification for Health Care Provider (Servicemember) (FML Form 3) or Certification for Military Family LOA (Qualifying Exigency) (FML Form 4).

Recertification

If the duration of the incapacity (need for LOA) is unable to be determined by your health care provider, the District may request a recertification no more often than every 30 days. When the duration of the medical condition is described as "lifetime/permanent," the District may request a recertification for an ongoing condition every twelve months in conjunction with your FMLA absence.

Employees with medical conditions lasting longer than one year will require a yearly certification for their FMLA/CFRA LOA if allowed by the enabling legislation and must meet eligibility requirements.

Note: As part of the FMLA recertification process, the District may provide your health care provider with a record of your absences and ask if such absences are consistent with the serious health condition and need for LOA. Additionally, your health care provider may be asked to review a Description of Employee's Essential Job Functions (Form EF5) for your position to determine your ability to return to work and perform the essential job duties.

Authentication/Clarification of Certification

In order to authenticate or clarify a certification, the Human Resources Office may contact your health care provider after you have been given an opportunity to cure any deficiencies. Under no circumstances will your direct supervisor contact your health care provider.

Authentication: Providing the health care provider with a copy of the certification submitted and requesting verification that the information contained in the certification was completed and/or authorized by the health care provider who signed the certification.

Clarification: Contacting the health care provider to further clarify the handwriting on the certification and/or the meaning of what is written, only after you have had an opportunity to cure the deficiency. In order to provide the necessary clarification, your health care provider may request that you sign a release of medical information form or the District can provide the health care provider with your signed Great Basin Consent to Release Medical Information (CRMI Form).

Note: You have an obligation to cooperate in the certification process. Additionally, you are responsible for providing clarification of the certification, if necessary, within a specified period of time (seven calendar days). No additional medical information may be requested in the authentication and clarification process.

Second/Third Medical Opinions

If a second or third medical opinion is required (at the District's expense) and allowed by law, you or your family member must authorize the health care provider to release relevant medical information requested by the second/third opinion health care provider. Your medical information will not be released to the District. The District may deny your request for an FMLA/CFRA LOA if you or your family member refuses to release relevant medical information requested by the second/third opinion health care provider. You may receive a copy of the second/third medical opinion upon request.

Return to Work/Fitness for Duty Certification

If a medical provider has provided you a note removing you/limiting you at work and the legislation enabling the LOA allows, you will be required to provide a return to work certificate upon return to work from an FMLA/CFRA LOA. You will be required to provide medical certification confirming your ability to return to work to perform the essential functions of your position with or without reasonable accommodation. There will be a delay in your return to work until you provide this certification.

SECTION 6 Integrating LOA & Insurance Programs

As a District employee, you may accrue vacation, sick, flex, accrued holiday, and Compensated Time Off (CTO). Collectively, these are known as Accrued Paid Leave Balances (APLB). There are advantages for employees to integrate their APLB during an FML LOA. Employees on “paid LOA status” continue to accrue vacation, sick, accrued holiday, and flex, earn District seniority, and seniority towards salary step increases and increased vacation accruals as allowed in the Memoranda of Understanding (MOUs).

Leaves of Absence

You are **not** required to use (run concurrently/at the same time) available District APLB during your FMLA/ CFRA LOA. However, should you choose to not use APLB or you do not have enough APBL to cover the entire LOA, you will fall into unpaid status which will affect your accrual of vacation, sick, holiday, and flex, as well as seniority and eligibility dates for increased vacation accruals subject to the MOUs.

IMPORTANT: LOA without pay status may affect your group health insurance benefits (e.g., following the exhaustion of your FMLA/CFRA/PDL entitlement).

Note: Examples on how District APLB coordinates with FML LOAs of absence are located in Section 9 of this policy.

California Insurance Benefit Programs

You may also want to consider applying for State Disability Insurance (SDI) or Paid Family Leave (PFL) benefit programs which are administered through California’s Employment Development Department (EDD). These state programs are designed to provide eligible employees with partial wage replacement for a specified period of time for family and medical reasons allowing you to use your District APLB on a pro-rated basis.

Should you elect to participate in these programs, your District APLB when eligible, appropriate, and available, can be integrated with the SDI/PFL supplemental benefit if you choose.

State Disability Insurance (SDI)

Employees are encouraged, but not required, to utilize State Disability Insurance (SDI) benefits when appropriate. SDI can reduce the amount of District APLB used when an employee is out for extended medical LOA.

Eligible Employees

In order to be eligible for State Disability Insurance benefits, you must:

- Be unable to do your regular or customary work for at least eight days.
- Have lost wages because of your disability.
- Have earned at least \$300 from which State Disability Insurance (SDI) deductions were withheld during your base period.

- Be under the care and treatment of a licensed physician/practitioner or accredited religious practitioner within the first eight days of your disability. The date your claim begins can be adjusted if it does not meet this requirement. You must remain under care and treatment to continue receiving benefits.
- Complete and submit your claim form no earlier than nine days after your first day of disability begins but no later than 49 days after your disability begins or you may lose benefits.
- Have your physician/practitioner complete the medical certification portion of your disability claim.

An independent medical examination to determine your initial or continuing eligibility may be required by EDD.

Qualifying Reasons for LOA

Disability is an illness or injury, either physical or mental, which prevents you from performing your regular and customary work. Disability also includes elective surgery, pregnancy, childbirth, or other related medical conditions.

Length and Amount of Benefit Payments

Benefits are payable for a maximum of 52 weeks. As of January 1, 2018, weekly benefits range from \$50 to a maximum of \$1,216. Your weekly benefit amount is approximately 60 to 70 percent (depending on income) of wages earned 5 to 18 months prior to your claim start date. The District coordinates with EDD and employees may use APLB in order to receive up to 100% of normal gross weekly wages for the benefit period as long as APLB remains.

Note: The Human Resources Office can provide information on how to file for SDI benefits. For specific information on the SDI program, contact the Human Resources Office or California's Employment Development Department at www.edd.ca.gov or 1-800-480-3287. Eligibility and requirements are determined solely by the State of California Employment Development Department.

Paid Family Leave Program (PFL)

Employees are encouraged, but not required, to utilize Paid Family Leave (PFL) benefits when appropriate. PFL can reduce the amount of District APLB used when an employee is out for extended LOA while caring for certain family members.

Eligible Employees

In order to be eligible for PFL benefits, you must:

- Be unable to do your regular or customary work due to the need to provide care for a seriously ill family member or to bond with a new child.
- Have lost wages because you were caring for a seriously ill family member or bonding with a new child.
- Have earned at least \$300 from which SDI deductions were withheld during your base period.
- Complete and submit your claim form no earlier than the first day your family LOA begins, but no later than 41 days after your family LOA begins or you may lose benefits.
- Provide a medical certificate on your care claim for the seriously ill family member. The certificate must be completed by the care recipient's physician/practitioner.

An independent medical examination of the care recipient may be required to determine your initial or continuing eligibility.

Qualifying Reasons for LOA

A serious health condition means an illness, injury, impairment, or physical or mental condition of a patient that involves any period of incapacity (e.g., inability to work or perform other regular daily activities) or inpatient care in a hospital, hospice, or residential medical care facility and any subsequent treatment in connection with such inpatient care; or continuing treatment by a physician/practitioner. Unless complications arise, cosmetic treatments, the common cold, influenza, earaches, upset stomach, minor ulcers, and headaches other than migraines, are examples of conditions that do not meet the definition of a serious health condition for purposes of PFL.

Length and Amount of Benefit Payments

Benefits are payable for a maximum of 6 weeks. PFL does not need to be taken all at once and can be split over a 12-month period. Bonding LOA must be taken within the first 12 months of the child entering the family.

As of January 1, 2018, weekly benefits range from \$50 to a maximum of \$1,216. Your weekly benefit amount is approximately 60 to 70 percent (depending on income) of wages earned 5 to 18 months prior to your claim start date. The District coordinates with EDD and employees may use appropriate APLB in order to receive up to 100% of normal gross weekly wages for the benefit period as long as APLB remains.

Note: The Human Resources Office can provide information on how to file for PFL benefits. For specific information on the PFL program, contact the Human Resources Office or California's Employment Development Department at www.edd.ca.gov or 1-800-480-3287. Eligibility and requirements are determined solely by the State of California Employment Development Department.

SECTION 7 Benefits Coverage

Maintenance of Benefits While on LOA

Your group health insurance coverages (health, dental, vision) will be maintained while you are on an FMLA/CFRA/PDL LOA under the same terms and conditions as if you had continued to work.

Ineligible/Unpaid LOA Status

If you are ineligible for an FMLA/CFRA LOA or you remain out on LOA beyond your FMLA/CFRA/PDL LOA entitlement in an unpaid LOA status (e.g., LOA without pay), **you may have to make special payment arrangements to continue your group health insurance premiums out-of-pocket.**

The District will pay the premiums for up to 30 days per 12-month period for employees on unprotected/unpaid LOA. The 12-month period will be calculated using the rolling look-back method. **It is essential that you contact the Human Resource Office to make arrangements to continue your health insurance premiums.**

Note: Should you fail to return from LOA, you may be required to reimburse the District for the share of health insurance premiums paid on your behalf during your LOA. For more information regarding your health insurance coverage, contact the Human Resources Office.

SECTION 8 Employee/Employer Obligations

Employee Responsibilities

Providing Notice/Requesting LOA

You must promptly inform your supervisor or the Human Resources Office of your need for an FMLA/CFRA/PDL LOA and the duration of such LOA, if known. You may do this by requesting an FML LOA specifically and completing an Employee's Request for FML LOA (FML Form 1) or by providing sufficient information which allows the District to determine that your absence may be due to an FML qualifying reason.

Note: Employees have an obligation to respond to the District's questions designed to determine whether the requested LOA is for a qualified reason under FMLA/CFRA and/or PDL. The District may deny an FML LOA if it is unable to make this determination because of failure to respond to the District's questions.

Foreseeable LOA

When seeking to use an FMLA/CFRA/PDL LOA, you are responsible for providing a 30-day advance notice of the need to take LOA to your supervisor and Human Resources when the need is foreseeable (e.g., expected birth, child bonding, placement for adoption/foster care, planned medical treatment) and such notice is practicable. Failure to provide a 30-day notice for foreseeable LOA may result in the FMLA/CFRA LOA being delayed until 30 days after the date you provide notice.

Unforeseeable LOA

If your FMLA/CFRA/PDL LOA is unforeseeable, you must provide notice to your supervisor and Human Resources as soon as practicable (same day or next business day) when 30-days' notice is not foreseeable.

Absences Following a LOA

Should you have subsequent absences (due to the same reason/medical condition) following your return from a FMLA/CFRA/PDL LOA, you ***must*** specifically advise your supervisor and Human Resources and reference that the reason for your absence is due to your qualifying FMLA/CFRA or PDL condition. Simply calling in "sick" without providing a reason for the needed absence will not be sufficient notice for an FML LOA. (See following example)

Example: Jenny's time off work for 3 weeks in March was designated as an FMLA/CFRA LOA. In July, Jenny was absent for 2 days and 5 additional days in August. Jenny advised her supervisor and Human Resources on both occasions that her inability to work was due to the same qualifying reason (medical condition) for which she was previously approved. As such, these 7 days were counted against Jenny's 12-week FMLA/CFRA LOA entitlement.

Reporting LOA Time

You must always comply with the District's "call-in" and LOA request guidelines. Be sure you discuss your LOA and how your LOA should be recorded on your timesheet with your supervisor.

Note: If applicable, employees may want to consider completing their timesheet(s) prior to the commencement of their LOA.

Employer Responsibilities

Eligibility Notification and Designation of LOA

The District is required to provide notice and information about Family and Medical LOAs to its employees upon hire. Additionally, FMLA, CFRA and PDL posters are displayed in designated areas within each work location.

Employees requesting an FMLA/CFRA LOA are entitled to receive written notice of:

- LOA eligibility within five (5) business days of receipt of your request for LOA or knowledge that your absence may be for a qualifying reason; and, if not eligible, a reason as to why you are not eligible (e.g., required work hours not met)
- The certification/documentation required to designate/approve the LOA
- Your rights and responsibilities in connection with your LOA.

Additionally, employees are entitled to receive written notice of:

- LOA status (e.g., approval/denial) within 5 business days of receipt of the required certification/documentation; and, if not approved, a reason for the delay (e.g., certification deficiencies) or denial.

Note: A certification can be deemed incomplete or insufficient if the information is vague, ambiguous, or non-responsive. Deficiencies not cured within the specified period of time allowed may result in the denial of the LOA. (See Required Certification, page 12)

Retroactive Designation of LOA

An absence may be retroactively designated as an FMLA/CFRA and/or PDL LOA when the District has enough information that your LOA is/was due to a qualifying FMLA/ CFRA and/or PDL reason/medical condition. If applicable and with appropriate written notice to you, your absence will be retroactively designated and counted against your FMLA/CFRA and/or PDL LOA entitlement. (See example)

Example: While Mary is on vacation, she advises her supervisor that she has been hospitalized since the first day of her vacation. Following proper written notification ([Notification of LOA, FML Form 5](#)) and receipt of a complete and sufficient certification, the District may retroactively designate her LOA as an FMLA/CFRA and/or PDL LOA.

SECTION 9 Frequently Asked Questions

1. Am I eligible to take an FMLA/CFRA LOA?

A: You are eligible to take an FMLA/CFRA unpaid LOA if you have worked for the District for at least 12 months in the past seven years and have worked at least 1,250 hours during the 12-month period prior to the commencement of the LOA. Work hours are defined by the Fair Labor Standards Act (FLSA). APLB and unpaid (including FMLA/CFRA/PDL LOA), are not included.

2. Can I choose not to exhaust my own APLB prior to beginning or during my FMLA/CFRA or PDL LOA? Can I choose not to have my LOA designated as an FMLA/CFRA LOA?

A: You are not required to exhaust your APLB and these leaves will run concurrently with your FMLA/CFRA and LOA.

You *cannot* choose to be on an FMLA/CFRA or PDL LOA. If the reason for your absence is due to an FMLA/CFRA or PDL qualifying condition/reason, the District will properly notify you and designate your absence as an FMLA/CFRA or PDL LOA with receipt of an acceptable certification/document from your health care provider. Under certain circumstances, the District may designate your absence as an FMLA/CFRA/PDL LOA upon knowledge that you are/have been hospitalized. Failure to cooperate with the certification process may result in a LOA without pay status.

3. How much LOA am I entitled to under the FMLA/CFRA?

A: Eligible employees are entitled to up to 12 workweeks of FMLA/CFRA LOA for certain qualifying family and medical reasons during a 12-month period. It may also be used for different and separate medical conditions. However, an employee may not be granted more than 12 workweeks of FMLA/CFRA LOA in one 12-month period.

Exceptions:

- Employees may receive up to 26 workweeks when approved for FMLA military caregiver LOA
- Employees may receive up to a total of 24 workweeks (combination of both FMLA and CFRA for pregnancy disability and child bonding LOA)

4. How is the 12-month period calculated under FMLA/CFRA?

A: The District uses a 12-month period measured backward (“look back”) from the date you use FMLA/CFRA LOA (e.g., 3/30/2010 back through 4/01/2009). This differs from the “single 12-month period” applied to military caregiver LOA, which is measured forward.

5. How does an FMLA/CFRA LOA benefit me?

A: The following benefits will apply if you qualify for LOA under FMLA/CFRA:

- Up to 12 weeks of unpaid, job-protected LOA per 12-month period, maintenance of health care benefits, and job restoration upon return from an FMLA/CFRA LOA. Employees on PDL LOA can receive up to 4 months (16 weeks) of unpaid, job-protected LOA/job restoration including maintenance of health care benefits. PDL LOA runs concurrent with FMLA LOA (if eligible).

Note: Employees on an unpaid LOA status and ineligible for an FMLA/CFRA LOA (i.e. on PDL LOA only) or who remain out on LOA beyond their FMLA/CFRA/PDL LOA entitlement may have to make special payment arrangements to continue your group health insurance premiums out-of-pocket.

The District will not pay medical premiums for more than 30 days per 12-month period for employees on unpaid LOA. The 12-month period will be calculated using the rolling look-back method. Days of unpaid LOA beyond 30 in a 12-month period will require a prorated premium payment by the employee.

6. Does industrial sick LOA (workers' compensation) count against my FMLA/CFRA LOA entitlement?

A: Yes. FMLA/CFRA LOA and industrial sick LOA run concurrently, provided that the reason for your absence is due to a qualifying serious illness or injury.

7. Do I have to qualify for Pregnancy Disability LOA (PDL)?

A: No. If you are a District employee and disabled due to pregnancy, child birth, or a related medical condition, you qualify for up to 4 months (16 weeks) of unpaid job-protected LOA, job restoration, and maintenance of health care benefits under PDL.

8. Can the District count my LOA taken due to pregnancy disability (PDL) against my 12 workweeks of FMLA entitlement?

A: Yes. If you are eligible for an FMLA LOA and are absent due to pregnancy, childbirth or related medical condition, your PDL LOA will run concurrently with your FMLA LOA and be subtracted from your 12-week FMLA entitlement.

9. Can I use FMLA LOA after the birth of my child? How is PDL applied? How and when is CFRA applied?

A: Yes. You may use FMLA (if eligible) and PDL LOA during the period of your disability due to pregnancy/child birth up until the time you are released from medical care by your health care provider or you have exhausted your FMLA/PDL LOA entitlement.

You can continue your FMLA LOA (if available) and begin using CFRA LOA (if available) to child bond when medical documentation is received releasing you from your pregnancy disability/child birth (approximately 6-8 weeks post-partum). Child bonding LOA under FMLA/CFRA can be taken within one (1) year of the child's birth.

FMLA/CFRA LOA (if eligible) can be taken to care for your spouse (FMLA)/registered domestic partner (CFRA) who is disabled due to pregnancy/child birth/related medical condition and for the birth of the child (child bonding) within one (1) year of the child's birth.

10. If my Agency fails to tell me that my LOA is a qualifying family medical LOA, can they count the time I have already been off against the 12 workweeks of FMLA/ CFRA and/or 4 months (16 weeks) of PDL retroactively?

A: Yes, in some situations. If the District was unaware that the reason for your absence was an FMLA/CFRA or PDL reason and/or subsequently acquires information from you (such as when you request additional or extensions of absence); your absence may be designated as an FMLA/CFRA or PDL LOA retroactively. This can occur while you are on LOA, or upon knowledge that the reason for the absence was an FMLA/CFRA/PDL condition/reason and with proper notification.

11. Are my periodic flare-ups, related medical appointments and/or visits to a physical therapist, considered as FMLA/CFRA?

A: Yes. The FMLA/CFRA permits you to take LOA to receive "continuing treatment by a health care provider," which can include recurring absences for therapy treatments such as those ordered by a doctor for physical therapy after a hospital stay or for treatment of your medical condition.

12. How much notice do I have to provide before taking FMLA/CFRA LOA?

A: When the need for LOA is foreseeable (e.g., based on an expected birth, placement for adoption or foster care, planned medical treatments), you must give at least 30-days' notice. If a 30-day notice is not possible, you are required to provide notice "as soon as practicable." This also applies to employees seeking a LOA due to a qualifying exigency (military family LOA), regardless of how far in advance such LOA is foreseeable.

13. If I am a full-time employee and can return to work four (4) hours per day (temporary modified work assignment), can the remainder of the day be considered as an FMLA/CFRA LOA?

A: Yes, provided the reason for the temporary modified work assignment/shortened workday is due to your qualifying FMLA/CFRA condition.

Note: An employee may be entitled to a reasonable accommodation if his/her temporary disability and/or short-term impairment is of short duration (i.e., less than six months) and "substantially limiting" pursuant to the expanded definition of "disability" under the Americans with Disabilities Act (final regulations effective March 25, 2011). Employees who fall within this category should contact the Human Resources Office.

14. What happens if the District says my medical certification is incomplete or insufficient?

A: You will receive written notification and be allowed a reasonable opportunity (seven calendar days unless seven days is not practicable) to correct the deficiency.

15. May the District contact my health care provider about my serious health condition?

A: Yes, under certain circumstances. Your health care provider can be contacted for authentication or clarification of the medical certification by the Human Resources Office. In no case may your direct supervisor contact your health care provider. In order to address your privacy concerns, the FMLA/CFRA provides that in order for an employee's HIPAA-covered health care provider to provide an employer with individually-identifiable health information, you must first provide authorization to your health care provider (i.e. release of medical information form) allowing disclosure of such information. A completed and signed District Consent to Release Medical Information form can also be provided to your health care provider.

Additionally, the District may not ask your health care provider for additional information beyond that contained on the medical certification form. Should the District wish to obtain another medical opinion, you may be required to obtain additional medical certification at the District's expense, or recertification (as allowed) during a period of FMLA/CFRA LOA.

Accordingly, the District may ask you questions to confirm whether the LOA needed or being taken qualifies for FMLA/CFRA/PDL purposes and may require periodic reports on your status and intent to return to work.

16. Will I be paid while on an FMLA military family LOA?

A: The FMLA only requires employers to provide eligible employees with an unpaid, job-protected LOA. You are not required to use applicable District APLB, when eligible and available, during your FMLA military family LOA. LOA without pay status may affect your group health insurance benefits (following the exhaustion of your FML entitlement).

17. Who is considered a covered military member? What is an FMLA "qualifying exigency" LOA?

A: A covered military member is your spouse, son, daughter, or parent who is on covered active duty or call to active duty status. (See Section 11, Definitions/Key Terms)

"Qualifying Exigency" is a LOA taken for various reasons while your covered military member is on covered active duty or call to active duty status. The FMLA regulations include a broad list of activities that are considered qualifying exigencies which permit eligible employees to take LOA to address common issues that arise when a covered military member is deployed, such as attending military-sponsored functions, making appropriate financial and legal arrangements, and arranging for alternative childcare.

18. Are the 12 workweeks of qualifying exigency LOA a one-time entitlement?

A: No. If a covered military member's covered active duty or call to active duty status spans more than one FMLA leave year, an eligible employee would be entitled to take qualifying exigency LOA in each FMLA leave year. Moreover, an eligible employee could take qualifying exigency LOA in a subsequent FMLA leave year for a different covered military member. Finally, if the same covered military member returns from deployment and is subsequently redeployed, an eligible employee would again be entitled to qualifying exigency LOA.

19. What is "military caregiver LOA"? Who is eligible to take military caregiver LOA?

A: "Military Caregiver LOA" is a LOA taken to care for a covered servicemember (including certain veterans) with a serious injury or illness (See Section 11, Definitions/Key Terms). If you are the spouse, son, daughter, parent, or next of kin of the covered servicemember, you may take up to 26 workweeks of job-protected FMLA LOA (in a single 12-month period) to provide care to the servicemember (Military caregiver "single 12-month period" LOA begins on the first day the employee takes LOA for this reason and ends 12 months later).

20. Can I carry-over unused weeks of military caregiver LOA from one 12-month period to another?

A: No. If you do not use your entire 26-workweek LOA entitlement during the "single 12-month period" of LOA, the remaining workweeks of LOA are forfeited. After the end of the "single 12-month period" for military caregiver LOA, however, you may be entitled to take FMLA LOA to care for the covered servicemember if the member is a qualifying family member under non-military FMLA and he or she has a serious health condition.

21. Can I take military caregiver LOA for more than one seriously injured or ill covered servicemember, or more than once for the same covered servicemember if he or she has a subsequent serious injury or illness?

A: Yes. By regulation, military caregiver LOA is a "per-covered servicemember, per-injury" entitlement. Accordingly, an eligible employee may take up to 26 workweeks of LOA to care for one covered servicemember in a "single 12-month period," and then take another 26 workweeks of LOA in a different "single 12-month period" to care for another covered servicemember. An eligible employee may also take 26 workweeks of LOA to care for a covered servicemember in a "single 12-month period," and then take another 26 workweeks of LOA in a different "single 12-month period" to care for the same covered servicemember with a subsequent serious injury or illness (e.g., if the servicemember is returned to active duty and suffers another injury).

22. Are private health care providers, as well as military health care providers, permitted to complete a certification for military caregiver LOA?

A: Yes. A private health care provider can complete certifications for military caregiver LOA if the health care provider is either a Department of Defense (DOD) TRICARE network authorized private health care provider or a DOD non-network TRICARE authorized private health care provider. The DOD health care providers and Veterans Affairs (VA) health care providers can also complete a certification for military caregiver LOA.

23. Will I lose my job if I take FMLA/CFRA or PDL LOA?

A: No. It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA, CFRA, and/or PDL; nor can the taking of such LOA result as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions.

However, if your employment status would have been impacted had you not been on a FMLA/ CFRA and/or PDL (e.g. through a reduction in force or a pending disciplinary action), your being on a FMLA/CFRA and/or PDL LOA will not protect your job.

24. Are there other circumstances in which the District can deny me reinstatement to my job?

A: Employees who are unable to return to work following their FMLA/CFRA or PDL covered LOA period no longer have job protection under these federal/state LOAs. However, employees may continue off work utilizing LOA(s) as provided for under the MOU. Employees who give unequivocal notice that they do not intend to return to work lose their entitlement to FMLA/CFRA and PDL. Additionally, failure to provide the required release from a medical provider will cause the employee's reinstatement to be delayed or denied.

Forms, Notices, and Procedures

Family and Medical LOA forms and procedures can be easily obtained from the Human Resources Office.

- Employee's Request for LOA (FML Form 1) - To be completed by an employee requesting a foreseeable FMLA/CFRA/PDL LOA and submitted to the Human Resources Office.
- Certification of Health Care Provider (Employee/Family Member) (FML Form 2) - To be completed by the employee's health care provider and submitted to the Human Resources Office to verify a serious health condition as defined under the FMLA/CFRA or for disability due to pregnancy, child birth/related condition under PDL.
- Certification of Health Care Provider (Servicemember) (FML Form 3) - To be completed by the servicemember's health care provider and submitted to the Human Resources Office to verify a serious health condition as defined under the FMLA.
- Certification for Military Family LOA (Qualifying Exigency) (FML Form 4) - To be completed by an employee requesting a Qualifying Exigency LOA, as defined under the FMLA, and submitted to the Human Resources Office.
- Notification of LOA (FML Form 5- HR Use Only) - Provided to employees who have
 - a) requested an FMLA/CFRA/PDL LOA; or
 - b) when the Human Resources Office has knowledge that an employee's absence may be related to an FMLA/CFRA/PDL qualifying LOA.

This notification advises employees of their eligibility, certification requirements and rights and responsibilities under the FMLA/CFRA and/or PDL.

- Designation of LOA (FML Form 6- HR Use Only) - Notification provided to eligible employees advising of their LOA status (approved/denied), and/or additional information is required on the certification.
- LOA Status (FML Form 7- HR Use Only) - Notification provided to employees when circumstances of their LOA changes.

Resources

Human Resources Office

Always contact the Human Resources Office for information on FMLA/CFRA/PDL LOAs or other disability related matters.

Memorandum of Understanding

Employees are strongly encouraged to review their specific Memorandum of Understanding (MOU) for important information regarding specific LOAs.

Department of Fair Employment and Housing (DFEH)

For specific information/provisions regarding the California Family Rights Act (CFRA) or Pregnancy Disability LOA (PDL), visit the Department of Fair Employment and Housing at www.dfeh.gov.

Department of Labor (DOL)

For specific information/regulations regarding the federal Family Medical Leave Act (FMLA), visit the Department of Labor at www.dol.gov.

SECTION 10 Definitions/Key Terms

Accrued Paid Leave Balance (APLB): Any accumulated vacation, sick, flex, accrued holiday, or compensated time off that is eligible and available. Sick leave is not allowed to be used for non-medical LOAs.

Adoption: legally and permanently assuming the responsibility of raising a child as one's own. The source of an adopted child (e.g., whether from a licensed placement agency or otherwise) is not a factor in determining eligibility for a LOA.

Certification: documentation or medical documentation (written communication) issued by the employee's/family member's health care provider to support an employee's LOA request.

CFRA: the Moore-Brown-Roberti California Family Rights Act of 1993. (California Code of Regulations, Sections 12945.1 and 12945.2, Title 2; Division 4 – Fair Employment and Housing Commission, Subchapter 12).

Child: a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing "in loco parentis," who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that LOA is to commence.

1. "Incapable of self-care" means that the individual requires active assistance or supervision to provide daily self-care in three or more of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (ADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.
2. "Physical or mental disability" means a physical or mental impairment that limits one or more of the major life activities of an individual as defined in the federal Americans with Disabilities Act and state Fair Employment and Housing Act.
3. Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

Note: Verification of a person standing "in loco parentis" would include documentation of any nature that demonstrates that an "in loco parentis" relationship, as defined by law, existed (e.g., between grandmother while employee was a child.)

Covered active duty (Qualifying Exigency LOA): for military members of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country. For military members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves), duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.

Covered military member (Qualifying Exigency LOA): an employee's spouse, son, daughter, or parent who is on covered active duty in the Armed Forces.

Covered servicemember (Caregiver LOA): an employee's spouse, son, daughter, parent or next of kin who is a current member of the Armed Forces (including regular components and National Guard or Reserves) and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness, is otherwise in outpatient status or on the temporary disability retired list for a serious injury or illness incurred in the line of duty on active duty.

For a veteran, an employee's spouse, son, daughter, parent or next of kin who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness, if the veteran was a member of the Armed Forces at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

Domestic Partner: the person named on the employee's Certificate of Registered Domestic Partnership on file with the State of California.

Eligible Employee: a full or part-time employee with more than 12 months of GBUAPCD service and who has worked (within the meaning of the Fair Labor Standards Act, 29 CFR Part 785) at least 1,250 hours during the 12-month period immediately preceding the date the FMLA/CFRA LOA is to commence. An employee disabled by pregnancy, child birth or related condition is eligible for LOA under California's Pregnancy Disability Act/LOA.

FMLA: The Family and Medical Leave Act of 1993, as amended. (Public Law 103-3, 107 Stat. 6; Title 29, Chapter V, United States Code of Federal Regulations, Part 825).

Foster care: a 24-hour care for children in substitution for, and away from, their parents or guardian. Such placement is made by or with the agreement of the State as a result of a voluntary agreement between the parent or guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for foster care and involves agreement between the State and foster family that the foster family will take care of the child. Although foster care may be with relatives of the child, State action is involved in the removal of the child from parental custody.

Health Care Provider: a "health care provider" is defined as:

1. A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
2. Any other person determined by the Secretary (FMLA regulations) to be capable of providing health care services.

Others "capable of providing health care services" include only:

- Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- Nurse practitioners, nurse midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;

3. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement;
4. Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and
5. A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.

Note: The phrase "authorized to practice in the State" as used in this section means that the provider must be authorized to diagnose and treat physical or mental health conditions.

NPL – New Parent Leave Act: - Added to the California Family Rights Act, effective January 1, 2018. Provides for up to 12 weeks of protected, unpaid time off for baby bonding (includes birth, adoption, foster) within 1 year of event, and guaranteed reinstatement to the same or a comparable position upon return to work.

Next of kin of a covered servicemember (Caregiver LOA): the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver LOA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take a LOA to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

Parent: a biological, adoptive, step- or foster father or mother, legal guardian, or any other individual who stood "in loco parentis" to the employee when the employee was a child. This term does not include parents "in law."

Pregnancy Disability LOA (PDL): LOA due to pregnancy, child birth or related condition pursuant to California's Pregnancy Disability Act, (California Code of Regulations, Section 12926, Subdivision (f), Title 2; Division 4 – Fair Employment and Housing Commission, Subchapter 6A).

Parent of a covered servicemember: a covered servicemember's biological, adoptive, step- or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."

Qualifying Exigency: circumstances arising out of the fact that an employee's spouse, son, daughter, or parent is a covered military member on covered active duty in the Armed Forces including:

- Issues arising from a covered military member's short notice deployment (i.e. deployment on seven or less days of notice) for a period of *seven* days from the date of notification;
- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross;
- Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Making or updating financial and legal arrangements to address a covered military member's absence;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
- Taking up to *five* (5) days of LOA to spend time with a covered military member who is on short-term, temporary rest and recuperation LOA during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member;
- Any other event that the employee and employer agree is a qualifying exigency.

Reasonable Accommodation: under the federal Americans with Disabilities Act (ADA) and California's Fair Employment and Housing Act (FEHA), an employee may need an accommodation to perform the essential functions of the job. Reasonable accommodation may include but is not limited to making existing facilities readily accessible, job restructuring, modifying work schedules, re-assignment to a vacant position, acquiring or modifying equipment or devices.

Note: The final regulations (March 2011) of the ADAAA expanded the definition of a disability to include temporary and short-term impairments which are "substantially limiting," and thus disabling.

Serious Health Condition (FMLA/CFRA): a “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either:

1. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e. inability to work or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
2. Continuing treatment by a health care provider. This includes:
 - (a) A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, which also includes:
 - (b) treatment two (2) or more times by or under the supervision of a health care provider (i.e. in-person visits, the first within seven (7) days and both within 30 days of the first day of incapacity); or
 - (c) one (1) treatment by a health care provider (i.e. an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or
3. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
4. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
5. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
6. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.

Note: Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA/CFRA LOA.

Serious Injury or Illness (FMLA-Servicemember): as defined in Section 565(a)(18) of the National Defense Authorization Act of 2010, a 1) serious injury or illness that was incurred by a current member of the Armed Forces, in the line of duty on active duty or 2) a serious injury or illness that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

For a veteran, a serious (qualifying) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Son or daughter of a covered servicemember: the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the servicemember stood in loco parentis, and who is of any age.

Son or daughter on active duty or call to active duty status: an employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on covered active duty or call to active duty status, and who is of any age.

Spouse: a husband or wife as defined or recognized under State law for purposes of marriage in the State where the employee resides, including common law marriage in States where it is recognized.

Twelve workweeks: the equivalent of twelve (12) of an employee's normally scheduled workweeks.



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: March 7, 2019

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Approval of District Reasonable Accommodation Policy

Summary:

The California Fair Employment and Housing Act requires employers of five or more employees to provide reasonable accommodation for individuals with a physical or mental disability to apply for jobs and to perform the essential functions of their jobs unless it would cause an undue hardship.

While there is no requirement to have a Reasonable Accommodation Policy, such a policy informs applicants and employees of the opportunity to request such accommodations if necessary, and of the District's commitment to a workplace free of discrimination based on physical or mental disabilities or conditions that can be reasonably accommodated.

As this policy falls under "terms and conditions of employment", the policy is subject to meet and confer with the District's employee associations. Meetings were held, and the employee associations have agreed to the attached policy.

Fiscal Impact:

None, although failure to have a written policy could lead to liability for the District.

Board Action:

Staff recommends the Board adopt the attached proposed Reasonable Accommodation Policy.

Attachment:

1. Proposed Great Basin Unified Air Pollution Control District Reasonable Accommodation Policy



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

REASONABLE ACCOMMODATION POLICY

Great Basin Unified Air Pollution Control District is committed to policies that facilitate accessibility of District programs, services, public meetings, and employment opportunities to persons with physical/mental disabilities and/or medical conditions. The purpose of this policy is to assist employees and applicants seeking reasonable accommodation under the Fair Employment and Housing Act, Americans with Disabilities Act, and other applicable laws. The District will make every effort to provide reasonable accommodations to employees in their current position or alternate position within the District.

POLICY

It is the practice of the District to provide equal employment access to all qualified applicants and employees, and a workplace free of discrimination on the basis of physical disability, mental disability and medical condition in accordance/compliance with the California Fair Employment Housing Act (FEHA), federal Americans with Disabilities Act (ADA), and other applicable laws.

The District is committed to providing reasonable accommodations through the Great Basin Unified Air Pollution Control District Reasonable Accommodation Policy, designed to hire, promote and retain qualified individuals with physical/mental disabilities and/or medical conditions.

The Americans with Disabilities Act and the Fair Employment and Housing Act prohibit employment discrimination based on a person's disability, perceived disability, or history of disability.

Under the Americans with Disabilities Act and Fair Employment and Housing Act, the District is required to provide reasonable accommodation to individuals who have a known qualifying medical condition, physical disability, or mental disability where accommodation is needed to (1) enable an individual to be considered for a job, (2) enable an individual to perform the essential functions of his or her job, and/or (3) enable an individual to enjoy equal benefits and privileges of employment. The District is also required to engage in a timely, good faith interactive process with an individual who requests reasonable accommodation. The District is not required to provide an accommodation that would cause a direct threat to the health or safety of the employee/applicant or others. The District is not required to create a position and/or promote an employee.

The Reasonable Accommodation Policy is administered under the direction of the District's Human Resources office. This policy applies to all employment practices, including recruitment, hiring, training, job assignments, transfers, promotions, demotion, layoff, termination, compensation, benefits, leaves of absence, and all other employment-related activities.

DEFINITIONS

The definitions outlined below are provided solely as a guide to assist in the interpretation and application of the Reasonable Accommodation Policy. Please note that the following definitions may be subject to change due to change(s) in applicable laws.

Employees for the purpose of this policy are all persons who work for the District, including regular, temporary, provisional, exempt, consultants, volunteers, and persons providing services under personal services contracts.

Applicants are all persons who seek employment with the District.

Disability as defined by ADA/FEHA includes any physical or mental impairment that limits one or more major life activities, documentation of such impairment, or the perception by others of such impairment. A person covered is someone who:

- has an actual physical disability, mental disability and/or or medical condition;
- has been perceived to have a physical/mental disability;
- has had a record or history of a physical/mental disability;
- is being regarded or treated as having or having had a physical/mental disability.

Reasonable Accommodation includes any reasonable adjustment/modification to work environments and/or schedules, such as job restructuring, modifying work schedules, acquiring and/or modifying equipment, and providing assistive aid (i.e. reassignments, transfers, interpreters and/or readers, or similar actions). Applicable provisions must be followed for employees represented by a memorandum of understanding.

RESPONSIBILITY

Employee

- Initiates a request for reasonable accommodation orally or in writing to his/her immediate supervisor or Human resources office as described in the Great Basin Unified Air Pollution Control District Reasonable Accommodation Procedures. The request must (1) adequately communicate that reasonable accommodation is needed because of a disability or medical condition, (2) clearly define the work limitations/restrictions, and (3) provide medical documentation to support the request.
- Actively participates in the interactive process to identify reasonable accommodation.

Applicant

- Initiates a request for reasonable accommodation as described in the Great Basin Unified Air Pollution Control District Reasonable Accommodation Procedures. The applicant must advise the Human Resources office if he/she wishes to request an accommodation during the recruitment, examination, and/or selection process. Once an applicant has been chosen for a hiring interview, the applicant must notify the Human Resources office if he/she needs an accommodation to participate in the selection interview.

Manager/Supervisor

- Promptly responds to reasonable accommodation requests as described in the Great Basin Unified Air Pollution Control District Reasonable Accommodation Procedures.
- Consults with Human Resources office when an employee demonstrates difficulties performing job tasks, and/or in reasonable accommodation matters, including participating in the interactive process.
- Provides the Reasonable Accommodation Policy information and procedures to staff.
- Implements approved reasonable accommodation requests.

Human Resources office

- Manages and oversees the Great Basin Unified Air Pollution Control District Reasonable Accommodation Policy in compliance with local, state and federal disability laws and leave provisions.
- Provides leadership, consultation, advice, and training to managers and supervisors on disability management and reasonable accommodation matters.
- Monitors and analyzes district-wide reasonable accommodation practices and activities and makes necessary recommendations.
- Designs, develops, and conducts training for District managers and supervisors on Equal Employment Opportunity disability laws and leaves, District policies, programs, procedures, and provisions.
- Ensures timely implementation of reasonable accommodation to enable employees and applicants to participate in applicable programs, services, and activities, and/or to perform a particular job.
- Serves as liaison between employees, managers, and supervisors regarding reasonable accommodation issues.
- Coordinates and monitors reasonable accommodation requests to ensure they are processed in accordance with, and following the timelines of, the Great Basin Unified Air Pollution Control District Reasonable Accommodation Procedures.
- Develops and administers district-wide policies related to Equal Employment Opportunity and Affirmative Action.

Air Pollution Control Officer

- Ensures managers and supervisors provide timely reasonable accommodations to all qualified applicants and employees in accordance with this policy.
- Ensures managers and supervisors provide a workplace free of discrimination on the basis of medical condition, physical disability and/or mental disability, in accordance with this policy to ensure equal employment opportunities for all employees and applicants.
- Promotes, creates and maintains diversity in the District's workforce.
- Ensures compliance with Equal Employment Opportunity laws and regulations including ADA and FEHA.



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: March 7, 2019

To: District Governing Board

From: Phillip L. Kiddoo, Air Pollution Control Officer

Subject: Approval and Authorization of (1) Purchase of Property at 157 Short Street, Bishop, CA 93514 for \$500,000, (2) Funding up to \$100,000 for Expenses and Capital Improvements, and (3) Utilization of \$90,000 from General Fund Reserves and \$510,000 from SB270 Reserves for (1) and (2)

Summary:

In July of 2018, the Governing Board authorized the APCO to negotiate on behalf of the District and Board to purchase the property currently leased by the District at 157 Short Street in Bishop. The APCO has met and negotiated with Brad Jourdan, trustee of the Jourdan Family Trust (owner), and agreed to a purchase price of \$500,000. The property will close escrow on March 15, 2019, pending approval by the Governing Board of the purchase and funding source.

Purchase of the property will allow the District to control the condition of the property and be more responsive to maintenance issues, as well as to save the monthly rental payments.

Fiscal Impact:

Currently, the District pays \$7,637 per month for the offices. The current and prior contracts have included a 2.5% increase in rent per year. In the next 60 months, the District will pay \$500,000 in rent absent the purchase of the building.

The landlord currently pays for trash, electricity, and water/sewer. These costs are approximately \$2,150/month. The District will also pay an additional \$50/month for property insurance for the building. These costs add another 23 months to break-even on purchase versus leasing.

Additionally, the building has some deferred maintenance needs that the landlord has not addressed and need to be addressed sooner rather than later in order to avoid long-term expenses. This action, as well as the FY 2019-2020 budget, includes money for capital improvements in order to start working on those items.

Use of the reserve funds is already calculated in the reserve balances presented in today's agenda item on the draft budget, as is the purchase versus continue leasing scenario.

Approval and Authorization of (1) Purchase of Property at 157 Short Street, Bishop, CA 93514 for the Amount of \$500,000, (2) Funding up to \$100,000 for Expenses and Capital Improvements, and (3) Utilization of \$90,000 from General Fund Reserves and \$510,000 from SB270 Reserves for (1) and (2) (Action)

March 7, 2019 – Agenda Item No. 6 – Page 1

Board Action:

Staff recommends the Governing Board:

1. Approve the purchase of the building and land where the District offices are currently located, at 157 Short Street, Bishop CA 93514 for \$500,000 and allow the APCO to sign any and all documents in order to complete the purchase.
2. Adopt attached Resolution No. 2019-01.
3. Authorize the transfer and use of \$510,000 from the SB270 Reserve Fund and \$90,000 from the General Fund Reserve for the purchase of the building and land, costs associated with the purchase (title insurance, title search, closing costs, etc.) and for capital improvements yet to be determined. (Requires 5/7 vote).

Attachment:

1. Resolution No. 2019-01

Approval and Authorization of (1) Purchase of Property at 157 Short Street, Bishop, CA 93514 for the Amount of \$500,000, (2) Funding up to \$100,000 for Expenses and Capital Improvements, and (3) Utilization of \$90,000 from General Fund Reserves and \$510,000 from SB270 Reserves for (1) and (2) (Action)

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RESOLUTION NO. 2019-01

RESOLUTION OF THE GOVERNING BOARD OF THE GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

WHEREAS, pursuant California Health and Safety Code Section 40701(d), the Great Basin Unified Air Pollution Control District (District) is authorized to acquire real property; and

WHEREAS, on April 22, 2017, pursuant reasonable due diligence, the Air Pollution Control Officer received an appraisal report from CA Bretton, MAI for the property located 157 Short Street, Bishop, California; and

WHEREAS, on May 15, 2017, the Air Pollution Control Officer sent a letter of inquiry to the property owner of 157 Short Street, Bishop, California; regarding any interest of the owner to sell the said property; and

WHEREAS, on April 23, 2018, the Air Pollution Control Officer received a response from the owner of 157 Short Street, Bishop, California; indicating interest in selling the said property; and

WHEREAS, on July 12, 2018, at a regular meeting of the Great Basin Unified Air Pollution Control District Governing Board (Governing Board), the Air Pollution Control Officer was appointed and authorized to act as agency negotiator on behalf of the District; and

WHEREAS, good faith negotiations were held during the period July 12, 2018 through January 3, 2019, and a purchase price of \$500,000 was agreed upon; and

WHEREAS, on January 12, 2019, pursuant reasonable due diligence, the Air Pollution Control Officer received a property inspection report from Thornburg Inspection Services for the property located 157 Short Street, Bishop, California; and

WHEREAS, on January 30, 2019, Escrow No. IMT-00007761-I was opened for 157 Short Street, Bishop, California.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board, a meeting of the Governing Board was duly and regularly held the 7th day of March 2019, in the Town of Mammoth Lakes at which was present a quorum of members of the Governing Board; and

FURTHERMORE, BE IT RESOLVED due and proper notice, purpose, and call of said meeting was given. Upon motion, second, and vote of the Great Basin Unified Air Pollution Control District Governing Board; and

FURTHERMORE, BE IT RESOLVED the Governing Board appointed Air Pollution Control Officer is authorized to sign for and on behalf of said Corporation the Escrow Instructions and deed drawn by Inyo-Mono Title Company, and thereby bind the District to make, execute, and deliver, on behalf of the District, all instruments arising out of said Escrow Instructions and Deed in compliance therewith; and

FURTHERMORE, BE IT RESOLVED the Governing Board by and through ratifies, approves, confirms and adopts the said Escrow Instructions and Deed drawn through Escrow No. IMT-00007761-I, in the above-named Escrow and Title Company, and each and all of the terms and conditions thereof and any and all amendments thereof and accepts the same as though done by the District itself and authorizes the Air Pollution Control Officer to make, execute, and deliver any and all instruments in compliance with said Escrow Instructions and Deed for and on behalf of said District.

APPROVED AND ADOPTED by the Governing Board of the Great Basin Unified Air Pollution Control District this **7th day of March 2019**, by the following vote:

AYES:

NOTES:

ABSTAIN:

ATTEST:

Chair of Governing Board

Tori DeHaven
Clerk of the Governing Board



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

BOARD REPORT

Mtg. Date: March 7, 2019

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Acceleration of payment of the CalPERS Pension Unfunded Accrued Liability (UAL),
Reducing Payoff Time from 30 Years to 15 Years.

Summary:

The District employees participate in the CalPERS Miscellaneous plan for their pension. As an agency with fewer than 100 active members, participation in a pooled plan is required by California law. The assets and liabilities are pooled with all other similar agencies in the state in order to provide a larger risk pool. This risk-sharing dramatically reduces or eliminates large fluctuations in an employer's pension contribution rate caused by unexpected or unusual events within a single agency's census.

Depending on an employee's membership date in CalPERS, a District employee is included in one of two plans: 2.5% at age 55 (Classic) or 2.0% at age 62 (PEPRA). Each plan requires an employer and an employee contribution every payroll, known as "normal cost". The rates for the 2019/2020 fiscal year are as follows:

Plan	Employer Contribution	Employee Contribution
Classic	11.432%	8%
PEPRA	6.985%	6.75%

The annual employer contributions are determined by actuarial valuation reports prepared by CalPERS for each of the District's plans. Due to the amount of data involved, the employer rates for the FY 2019/2020 are set forth in the June 30, 2017 actuarial valuation report.

The CalPERS retirement payments are funded by three main categories: (1) CalPERS investment earnings (59%), (2) Employer contributions (28%), and (3) Employee contributions (13%). The majority of pension payments to retirees are funded by investment earnings, and shortfalls must be made up through employer and employee contributions, or extra payments toward the liability.

Over the last few years, CalPERS has taken steps to stabilize and improve the system's strength and lower future risk to sustainability. The discount rate has decreased from FY 2013/2014's rate

of 7.75% to the current rate of 7.25%, decreasing again to 7.0% in FY 2020/2021. This decreases the expected return on investment, thereby necessitating an increase in contributions. PEPRA (Public Employees' Pension Reform Act), effective in January 2013, further stabilized the system by decreasing the expected pension payout through lower percentage-per-year-worked entitlement and a later normal retirement age. PEPRA also necessitated the establishment of a new pool for those participants, and the District's Unfunded Accrued Liability (UAL) for that pool remains very low – \$3,352 as of June 30, 2018 – although the employer contribution is projected to increase to 7.5% in fiscal year 2020/2021.

The UAL as of June 30, 2019 for the Classic pool will be \$2,629,835. As your Board may recall, in July 2017 the Board approved payment of 100% of the General Fund's (GF) portion of the pre-2016 liabilities. New layers of loss or gains are added each year. The layers prior to 2016 are attributable solely to SB270 and amount to \$1,622,195 of the \$2,629,835. The balance of \$1,007,640 (layers 2016 and 2017) is subject to the 85%/15% SB270/GF split.

CalPERS is now offering a Fresh Start program, whereby they will consolidate the various layers of the UAL into a lump sum and re-amortize the payments. The standard repayment is 30 years which start low, ramp up, and then ramp back down. Alternate repayment plans can be customized to any number of years fewer than 30, and will only ramp up, but not steeply. Lumping all the current layers together would mean that the GF share of the principal, and thus the payments going forward, would be 5.75% and SB270 would pay 94.25%.

Staff requested amortization schedules from CalPERS for 30, 20, 15, 10, and 5 years. The schedules are attached, along with the calculations of the split mentioned in the previous paragraph.

Seventeen of the District's twenty-four employees are Classic employees. Seven are eligible for normal retirement right now, with another three becoming eligible within the next 5 years. Three more will be eligible within the next 10 years, and two more within the next 15. Although replacements of these employees could be by Classic employees, since the advent of PEPRA the District has hired nine employees and only two have been Classic.

It therefore makes sense that the UAL is retired or close to retired as these Classic employees move into retirement. This will allow the District, in the future, to focus its then-current dollars on then-current employee costs expenses in the future and will provide assurance that past obligations are met.

Fiscal Impact:

Like any debt, the sooner it is paid off, the greater the savings in terms of interest paid. Continuing a 30-year payoff, total payments will be \$5.4M. A 20-year payment plan will save \$190,000; a 15-year payment plan \$1M; a 10-year payment plan \$1.7M; and a 5-year payment plan \$2.3M.

Staff is recommending that the 15-year option is prudent. While the savings aren't as great as a quicker payment plan, the 15-year option matches with the remaining career spans of the Classic employees for which the debt was incurred without having a large impact on the budget. The 15-year payment plan amount of \$239,133 is included in the draft budget presented in today's agenda.

In terms of participation in the Fresh Start Program, staff is recommending a hybrid process. The lump-sum calculation allows us to reset the split calculation between the GF funds and SB270 funds. Staff recommends that the Board request that CalPERS combines and “fresh starts” the existing bases into one lump sum. However, we are not recommending that the District formally participate in the 15-year amortization program through CalPERS. Rather, the staff requests that the Board make it District policy that the annual UAL payment follow the 15-year amortization schedule. This allows your Board future flexibility, through official Board action, to lower any current year payment to the *required* payment of a 30-year amortization but standing instruction to staff absent any official change would be to pay the 15-year amortization payment. This approach gives the goal of a 15-year payoff with room for unforeseen emergency situations.

Further, staff is recommending that PEPPRA liabilities be paid in full on a yearly basis. As mentioned above, the UAL is presently very low, and the purpose of the PEPPRA program was to keep UALs from growing due to insufficient yearly contributions. Payments toward this pool would be paid 85%/15% SB270/GF.

BOARD ACTION

Staff recommends the Board:

1. Approve District request CalPERS combine and “fresh starts” the UAL balance for the Classic Miscellaneous Plan as of the 6/30/2019 balance of \$2,629,835 and that future UAL payments on this balance be split 94.25%/5.75% SB270/GF in recognition of the current corresponding responsibility for that balance.
2. Approve District make yearly lump-sum UAL payments for the Classic Miscellaneous Plan on that balance following the 15-year amortization schedule as attached and direct staff not make an official agreement with CalPERS to make 15-year amortization payments in order to leave the Board flexibility in future years to suspend the larger, accelerated payments and resume the 30-year default amortization schedule should the Board so choose.
3. Approve District pay the UAL for the PEPPRA Miscellaneous Plan in full on a yearly basis in order to not accumulate a new unfunded liability for the next tier of employees.

Attachment

30-year amortization schedule of the Classic Miscellaneous Plan UAL
20-year amortization schedule of the Classic Miscellaneous Plan UAL
15-year amortization schedule of the Classic Miscellaneous Plan UAL
10-year amortization schedule of the Classic Miscellaneous Plan UAL
5-year amortization schedule of the Classic Miscellaneous Plan UAL

Classic Miscellaneous Plan

Balance	2,629,835	
Attributable only to SB 270 (Pre-2016)	1,622,195	
Balance to be split 85/15	1,007,640	
SB 270 Share of balance	856,494	
GF Share of Balance	151,146	
Total SB270	2,478,689	94.25%
Total GF	151,146	5.75%

Date	<u>Schedule</u>		<u>Current Amortization</u>		<u>GF</u>	
	Balance	Payment	Balance	Payment	Balance	Payment
6/30/2019	2,629,835	146,447	2,478,689	138,030	151,146	8,417
6/30/2020	2,668,835	174,691	2,515,448	164,651	153,387	10,040
6/30/2021	2,681,414	206,945	2,527,304	195,051	154,110	11,894
6/30/2022	2,661,501	231,128	2,508,535	217,844	152,966	13,284
6/30/2023	2,615,100	236,815	2,464,801	223,204	150,299	13,611
6/30/2024	2,559,445	243,623	2,412,345	229,621	147,100	14,002
6/30/2025	2,492,705	250,627	2,349,440	236,223	143,265	14,404
6/30/2026	2,413,872	257,833	2,275,138	243,014	138,734	14,819
6/30/2027	2,321,862	265,246	2,188,416	250,001	133,446	15,245
6/30/2028	2,215,505	272,871	2,088,172	257,188	127,333	15,683
6/30/2029	2,093,539	280,716	1,973,216	264,582	120,323	16,134
6/30/2030	1,954,606	288,787	1,842,268	272,189	112,338	16,598
6/30/2031	1,797,243	297,090	1,693,949	280,015	103,294	17,075
6/30/2032	1,619,872	286,255	1,526,772	269,803	93,100	16,452
6/30/2033	1,440,863	274,551	1,358,051	258,772	82,812	15,779
6/30/2034	1,260,995	253,231	1,188,521	238,677	72,474	14,554
6/30/2035	1,090,168	220,262	1,027,512	207,603	62,656	12,659
6/30/2036	941,099	185,187	887,011	174,544	54,088	10,643
6/30/2037	817,545	170,241	770,558	160,457	46,987	9,784
6/30/2038	700,514	154,281	660,253	145,414	40,261	8,867
6/30/2039	591,525	147,297	557,528	138,831	33,997	8,466
6/30/2040	481,867	151,532	454,172	142,823	27,695	8,709
6/30/2041	359,873	120,584	339,190	113,654	20,683	6,930
6/30/2042	261,085	118,003	246,080	111,221	15,005	6,782
6/30/2043	157,808	97,436	148,738	91,836	9,070	5,600
6/30/2044	68,343	51,397	64,415	48,443	3,928	2,954
6/30/2045	20,070	17,954	18,917	16,922	1,153	1,032
6/30/2046	2,932	3,037	2,763	2,862	169	175
Total		5,404,067		5,093,476		310,591

* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2017.

Classic Miscellaneous Plan

Balance	2,629,835	
Attributable only to SB 270 (Pre-2016)	1,622,195	
Balance to be split 85/15	1,007,640	
SB 270 Share of balance	856,494	
GF Share of Balance	151,146	
Total SB270	2,478,689	94.25%
Total GF	151,146	5.75%

20 Year Amortization

Date	<u>Schedule</u>		<u>SB 270</u>		<u>GF</u>	
	Balance	Payment	Balance	Payment	Balance	Payment
6/30/2019	2,629,835	196,551	2,478,689	185,255	151,146	11,296
6/30/2020	2,616,946	202,202	2,466,541	190,581	150,405	11,621
6/30/2021	2,597,271	208,016	2,447,997	196,061	149,274	11,955
6/30/2022	2,570,149	213,996	2,422,433	201,697	147,716	12,299
6/30/2023	2,534,867	220,148	2,389,179	207,495	145,688	12,653
6/30/2024	2,490,656	226,478	2,347,509	213,462	143,147	13,016
6/30/2025	2,436,685	232,989	2,296,640	219,598	140,045	13,391
6/30/2026	2,372,057	239,687	2,235,726	225,911	136,331	13,776
6/30/2027	2,295,808	246,578	2,163,860	232,406	131,948	14,172
6/30/2028	2,206,893	253,667	2,080,055	239,088	126,838	14,579
6/30/2029	2,104,191	260,960	1,983,256	245,962	120,935	14,998
6/30/2030	1,986,490	268,463	1,872,319	253,033	114,171	15,430
6/30/2031	1,852,486	276,181	1,746,017	260,308	106,469	15,873
6/30/2032	1,700,774	284,121	1,603,024	267,792	97,750	16,329
6/30/2033	1,529,839	292,290	1,441,914	275,491	87,925	16,799
6/30/2034	1,338,053	300,693	1,261,150	283,411	76,903	17,282
6/30/2035	1,123,659	309,338	1,059,078	291,559	64,581	17,779
6/30/2036	884,769	318,232	833,918	299,942	50,851	18,290
6/30/2037	619,348	327,381	583,752	308,565	35,596	18,816
6/30/2038	325,210	336,793	306,519	317,436	18,691	19,357
6/30/2039						
6/30/2040						
6/30/2041						
6/30/2042						
6/30/2043						
6/30/2044						
6/30/2045						
6/30/2046						
Total		5,214,764		4,915,053		299,711

* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2017.

Classic Miscellaneous Plan

Balance	2,629,835	
Attributable only to SB 270 (Pre-2016)	1,622,195	
Balance to be split 85/15	1,007,640	
SB 270 Share of balance	856,494	
GF Share of Balance	151,146	
Total SB270	2,478,689	94.25%
Total GF	151,146	5.75%

15 Year Amortization

Date	<u>Schedule</u>		<u>SB 270</u>		<u>GF</u>	
	Balance	Payment	Balance	Payment	Balance	Payment
6/30/2019	2,629,835	239,133	2,478,689	225,389	151,146	13,744
6/30/2020	2,572,848	246,008	2,424,977	231,869	147,871	14,139
6/30/2021	2,504,609	253,081	2,360,660	238,536	143,949	14,545
6/30/2022	2,424,098	260,357	2,284,776	245,393	139,322	14,964
6/30/2023	2,330,215	267,842	2,196,289	252,448	133,926	15,394
6/30/2024	2,221,774	275,543	2,094,081	259,707	127,693	15,836
6/30/2025	2,097,496	283,465	1,976,945	267,173	120,551	16,292
6/30/2026	1,956,004	291,614	1,843,585	274,854	112,419	16,760
6/30/2027	1,795,814	299,998	1,692,602	282,756	103,212	17,242
6/30/2028	1,615,328	308,623	1,522,489	290,885	92,839	17,738
6/30/2029	1,412,824	317,496	1,331,624	299,248	81,200	18,248
6/30/2030	1,186,449	326,624	1,118,260	307,852	68,189	18,772
6/30/2031	934,210	336,015	880,518	316,703	53,692	19,312
6/30/2032	653,958	345,675	616,373	325,808	37,585	19,867
6/30/2033	343,383	355,613	323,648	335,175	19,735	20,438
6/30/2034						
6/30/2035						
6/30/2036						
6/30/2037						
6/30/2038						
6/30/2039						
6/30/2040						
6/30/2041						
6/30/2042						
6/30/2043						
6/30/2044						
6/30/2045						
6/30/2046						
Total		4,407,087		4,153,796		253,291

* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2017.

Classic Miscellaneous Plan

Balance	2,629,835	
Attributable only to SB 270 (Pre-2016)	1,622,195	
Balance to be split 85/15	1,007,640	
SB 270 Share of balance	856,494	
GF Share of Balance	151,146	
Total SB270	2,478,689	94.25%
Total GF	151,146	5.75%

10 Year Amortization

Date	<u>Schedule</u>		<u>SB 270</u>		<u>GF</u>	
	Balance	Payment	Balance	Payment	Balance	Payment
6/30/2019	2,629,835	326,150	2,478,689	307,405	151,146	18,745
6/30/2020	2,482,732	335,527	2,340,041	316,243	142,691	19,284
6/30/2021	2,315,253	345,174	2,182,187	325,336	133,066	19,838
6/30/2022	2,125,642	355,097	2,003,474	334,688	122,168	20,409
6/30/2023	1,912,006	365,306	1,802,116	344,311	109,890	20,995
6/30/2024	1,672,309	375,809	1,576,195	354,210	96,114	21,599
6/30/2025	1,404,358	386,614	1,323,645	364,394	80,713	22,220
6/30/2026	1,105,791	397,729	1,042,237	374,870	63,554	22,859
6/30/2027	774,067	409,163	729,579	385,647	44,488	23,516
6/30/2028	406,451	420,927	383,091	396,735	23,360	24,192
6/30/2029						
6/30/2030						
6/30/2031						
6/30/2032						
6/30/2033						
6/30/2034						
6/30/2035						
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6/30/2040						
6/30/2041						
6/30/2042						
6/30/2043						
6/30/2044						
6/30/2045						
6/30/2046						
Total		3,717,496		3,503,838		213,658

* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2017.

Classic Miscellaneous Plan

Balance	2,629,835	
Attributable only to SB 270 (Pre-2016)	1,622,195	
Balance to be split 85/15	1,007,640	
SB 270 Share of balance	856,494	
GF Share of Balance	151,146	
Total SB270	2,478,689	94.25%
Total GF	151,146	5.75%

5 Year Amortization

Date	<u>Schedule</u>		<u>SB 270</u>		<u>GF</u>	
	Balance	Payment	Balance	Payment	Balance	Payment
6/30/2019	2,629,835	590,989	2,478,689	557,023	151,146	33,966
6/30/2020	2,208,462	607,980	2,081,534	573,037	126,928	34,943
6/30/2021	1,738,942	625,459	1,638,999	589,512	99,943	35,947
6/30/2022	1,217,280	643,441	1,147,319	606,460	69,961	36,981
6/30/2023	639,175	661,940	602,439	623,896	36,736	38,044
6/30/2024						
6/30/2025						
6/30/2026						
6/30/2027						
6/30/2028						
6/30/2029						
6/30/2030						
6/30/2031						
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6/30/2039						
6/30/2040						
6/30/2041						
6/30/2042						
6/30/2043						
6/30/2044						
6/30/2045						
6/30/2046						
Total		3,129,809		2,949,928		179,881

* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2017.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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BOARD REPORT

Mtg. Date: March 7, 2019

To: District Governing Board

From: Grace A. McCarley Holder, Senior Scientist

Subject: Keeler Dunes Dust Control Project Update and Long-Term Plan

Summary:

This Board report provides the District Governing Board with an update and information on the Keeler Dunes Dust Control Project through mid-February 2019 and going into the spring growing season. This report also presents the current long-term plan for the Keeler Dunes Dust Control Project.

Project Background and Update:

The goal of the Keeler Dunes Project is to eliminate the PM₁₀ exceedances in the communities of Keeler and Swansea that come from the Keeler Dunes through the establishment of a stable vegetated dune system. The project is fundamentally a vegetation project with the initial control of the active dunes achieved through the placement of an array of straw bales on the surface to act as roughness elements to reduce sand motion. Native shrubs planted within the straw bale array will ultimately replace the bales as the plants mature and the bales degrade. The goal of the project is to create a self-sustaining stable dune system similar to others present around the Owens Lake area requiring little or no long-term maintenance.

The Keeler Dunes Project is in its 5th year with project implementation beginning in September 2014. The original project design was for a 3-year plant establishment phase following which it was anticipated that the installed plants would be sufficiently mature that they would be self-sustaining. Overall, the project has decreased the number of Federal and State PM₁₀ exceedances as well as the overall concentration of dust in the local area and in the community of Keeler from the dunes but has not yet achieved its goal of clean air.

The two most difficult parts of the project have been getting widespread successful establishment of plants in the dunes and obtaining the needed reduction in sand motion in the southern portion of the dunes. The project was extended from the original completion date of December 2017 to allow for additional planting and control efforts. However, even though additional work is needed in the project, there are signs of success that are encouraging including: stabilization of the northern two-thirds of the project, localized successful plant establishment, and recruitment of native shrub volunteers within portions of the project. Additionally, there have been significant increases in observed wildlife within the dunes which has caused problems in the establishment of young shrubs but is a sign of restoration of the overall ecosystem system.

There have been five separate planting efforts in the project ranging in size from 668 plants per effort to 98,882 plants per effort and totaling over 214,000 plants overall. More effective approaches have been learned during each planting effort resulting in changes to the original design of the project. Some of the changes made are providing additional water to the young plants, installing plants in the winter instead of the fall or spring, planting away from the edge of the straw bales, adding protection cages on all young plants to prevent animal browsing, changing the planting soil mix, and allowing the plants to acclimate to the local area before planting. The most recent planting effort, completed in January 2019, incorporates all of the changes in planting methodology.

A brief synopsis of the work completed during each of the project years is provided below.

- **Year 1 (Fall 2014 to Summer 2015):** During the first year; the irrigation system was installed, ~66,000 straw bales were placed, and ~15,000 plants were installed by Barnard Construction Company and its subcontractors, Walker River and Nature's Image.
- **Year 2 (Fall 2015 to Summer 2016):** Approximately 15,000 straw bales were placed in the project to complete the original bale placement design. An additional 75,000 plants were installed in the project from the Antelope Valley Resource Conservation District (AVRCD) Nursery. Supplemental irrigation events were conducted in the fall of 2015 and spring 2016. Seed was collected by Comstock Seed in fall of 2015 for grow-out of additional plants. Greenheart Farms was selected through a bid process for propagation of 77,000 additional plants from planting in year 3 of the project. Plants were started at the nursery in spring 2016 for planting in fall of 2016.
- **Year 3 (Fall 2016 to Summer 2017):** Bale mounds were installed in the Southern Dunes. Seed was collected by Comstock Seed in fall of 2016 for grow-out of additional plants. An additional 98,882 plants were installed in the project (77,000 from Greenheart Farms and 21,882 from AVRCD). Greenheart Farms was contracted to grow-out 25,000 additional plants. Plants were started at the nursery in spring 2017 for planting in year 4 of the project. A supplemental irrigation effort was completed in the summer of 2017 adding to the

irrigation efforts completed in the fall 2016 and spring 2017. The first long-term planning effort was conducted to decide how to move forward with the project beyond 2017 and achieve the project goals.

- **Year 4 (Fall 2017 to Summer 2018):** Additional bale mounds were installed in the Northern Dune and Southern Dunes. Seed was collected by Comstock Seed in fall of 2017 for the direct seed test and potential future grow-out of additional plants. Supplemental irrigation was conducted in the fall of 2017, spring 2018 and summer 2018. The 25,000 plants grown out by Greenheart Farms were brought to Keeler in October 2017 in order for them to acclimate to the local conditions. Planting of 25,000 additional plants was started in January 2018 and ended in May 2018 in specific target plant zones. A small-scale test of direct seeding was conducted in the spring of 2018 with mixed results. Overall, direct seeding appears to be infeasible within the project due to herbivory and sand motion. One thousand plants were ordered from the nursery at the White Mountain Research Station for planting in year 5 of the project. The contract with Barnard Construction ended in November 2017 and a new contract was executed with Nature's Image for operation and maintenance of the project. With Nature's Image, the work model was changed to have a full-time crew of three local workers present on site in the project.
- **Year 5 (Fall 2018 to present):** (*In progress*) The main activities completed so far in 2018-2019 has been providing supplemental irrigation for the plants in the project and completing a small-scale planting effort. All plants were watered in the fall of 2018 and further irrigation work is planned for spring 2019 and summer 2019. District staff completed a small-scale planting of 668 plants in January 2019. The contract with Nature's Image was ended in February 2019. Upcoming work will be conducted by crews from the American Conservation Experience (ACE). Plant propagation of 10,000 native shrubs will begin in spring 2019 by Greenheart Farms for planting in January-February 2020.

Contract History:

In July 2014, the District contracted with Barnard Construction Company (Barnard) for construction of the Keeler Dunes project from September 2014 through December 2017. The District and Barnard mutually ended the contract in November 2017. At that time, the District contracted with Nature's Image, a former subcontractor to Barnard with experience working in the dunes, to continue to work on the project. The contract with Nature's Image was for a term from November 2017 to June 2019 and provided for a full-time crew of three people working on site. Previous to the contract with Nature's Image, the work in the project was completed by large crews ranging in size from 6 to 12 that would come in for short periods of time leaving when the task was completed. It was thought that the project would benefit from having a full-time crew on site to conduct plant irrigation, tend to plants, re-build bale mounds and take care of regular project maintenance work. Unfortunately, the work model implemented with Nature's Image has not achieved the success and progress in the project that was anticipated such that in January 2019, the

District decided to give Nature's image 30 days notice of the termination of their contract. The contract with Nature's Image ended on February 14, 2019. The decision was difficult to make but necessary in order to implement a new work model, reduce project costs, extend the project timeline and increase the opportunity for success. The timing of the change was important so that the spring irrigation work could be conducted quickly, efficiently and at a lower cost.

2019 Long Term Plan:

The Keeler Dunes project is a unique project that has provided many challenges over the past 5 years of work. The original design was based on the best available knowledge at the time given the constraints from landowners and interested stakeholders. The original project design called for all of the straw bales and plants to be installed within the first year of the project. Difficulty in getting the needed straw bales and plant materials for the project in a timely manner set the project back from the very beginning but also has allowed us to learn more about the conditions and requirements for success. These lessons that have been learned have resulted in significant changes to the project that will lead to a more successful project in the end that meets the goals of reducing PM10 impacts in Keeler and reestablishing a stable natural dune system. A revised long-term plan has been developed for the Keeler Dunes project over the past few months to guide the project to June 2020 and beyond. The key components of the revised long-term plan are provided below.

Plants and Plant Irrigation

The Keeler Dunes project has been adaptively managed from the very beginning as we learn more about the dune system and the irrigation infrastructure, discovering what works and what needs to be done differently. The main work activity over the next 16 months of the project is to nurture the plants that have been installed over the past 4+ years. This primarily consists of providing continued irrigation during plant establishment so that the plants mature into healthy shrubs and develop a root system capable of tapping into available moisture within the dunes so that they can survive on their own. In addition to irrigation, young plants maybe unburied if they become covered with moving sand and will have protective cages removed as the plants outgrow them.

Due to difficulty in providing sufficient water to recently installed young plants over the past 4 years, a change in the irrigation method is being tested this spring from hand watering to sprinkler irrigation for the first growing season. The test is being conducted in an approximately 1-acre area that was planted in January 2019. The idea for using sprinklers to provide more consistent water to young plants resulted from the direct seed test in 2018 in which the most successful outcome was the growth and benefit to the existing shrubs within the site due to the additional water applied in the test area in an effort to get the seeds to sprout.

Providing additional water in the critical initial growing season of the young plants should drastically improve the plant establishment success rate. Previously, water for the plants has relied on precipitation and the 2 to 3 seasonal supplemental hand irrigation events per year making it

very difficult for the shrubs to get established, especially during periods of drought. It is anticipated that the sprinklers will be operated approximately every 3-4 weeks to provide the young plants with additional moisture beyond what can be provided with hand watering and precipitation. If the sprinkler irrigated plants do as well as expected, then future planting efforts will use a similar irrigation method for initial growth.

Another change to the project design, made to improve plant establishment, is to reduce the number of plants installed in each planting effort and install the plants in a focused area within the project. Previous planting work has installed up to 98,882 plants in one effort over a 4 to 5 month period across most of the 140 acres of the project. The difficulty with large-scale broad planting efforts is that, since all of the planting work has to be done by hand, it takes too long to get the plants installed so that many of the plants are installed when conditions are not conducive to successful establishment. Irrigation also is inefficient when such large areas need to be watered. By reducing the number of plants and focusing them within the project it will be easier to install them in a short period of time and it will be possible to provide them with enough water for establishment.

The planting effort for January and February 2020 is being planned for 10,000 plants installed over an approximately 10-acre area. The plants will be grown out by Greenheart Farms from seed collected from the local area (see Agenda Item 5.g. for this Board Meeting). The plants will consist of the four main species of native shrubs used within the project to date and will be delivered to the Keeler Dunes Plant Acclimation Center (KDPAC) located at the District's Keeler Field Office in October 2019 for acclimation to the local conditions before placement in the project. Initial irrigation after planting will be done with sprinklers, as needed, so that the new plants receive sufficient water during the first growing season.

The irrigation system in the project was designed for hand irrigation of plants using hoses connected to widely spaced lateral lines. The system is not capable of providing sprinkler irrigation to the entire project so that plants that are present in the project from the first 4 planting efforts and new plants after their first critical growing season will be provided water through the traditional hand watering with hoses.

Work Crew

Based on an evaluation of the progress in the project, the need for continued planting and control efforts, and the amount of funds remaining in the project budget, a decision was made in January 2019 to make a significant change in the project work model. Rather than continue to use the three person Nature's Image crew through June 2019, the contract with Nature's Image was ended effective in February 2019 to allow for the new work model. This decision allowed approximately \$200,000 in project funds to be used for implementation of the new long term plan.

In the long term plan, the District will continue to oversee and manage the project with the assistance of staff from Wood Environment and Infrastructure solutions, Inc. (Wood). The main work activities in the dunes will be completed by crews from the American Conservation Experience (ACE). Duties for the work crew include irrigation of plants in the project, general care of installed plants, maintenance and minor repairs of the irrigation system, removal of invasive weeds from within the project area, repair of bale mounds, and general maintenance of project infrastructure and facilities. The field oversight of the ACE crew in the spring 2019 irrigation work will be conducted by Wood, as there are funds available in their current contract. District staff are investigating different options for field oversight for 2019-2020 including hiring an intern for the year, hiring a part-time contract employee and using staff from Wood. A decision will be made based on cost and what is expected to provide to most benefit to the project and will be brought to the Board at either the May 2019 or July 2019 meeting.

The ACE crews consist of 8 people including one or two crew leaders and 6-7 corps members. The cost of having an ACE crew conduct work in the project is approximately 38% of the cost of a similar sized crew used previously in the project making it much more cost effective. It is anticipated that the spring irrigation work will take an ACE crew 4-5 weeks to complete (see Agenda Item 5.e. for this Board Meeting) and that the multiple irrigation efforts and planting work for 2019-2020 will take ACE approximately 22 weeks.

Long Term Plan through 2024

One of the most important things learned over the course of the last five years of the Keeler Dunes Project is that restoration of a stable vegetated dune system takes much longer and is much more difficult than was anticipated when the project was designed in 2013. The former dune system that was present in the early 1900's was degraded and destroyed over a period of 80 to 90 years and full restoration of the system will take time. Even though progress seems like it has been slow over the last five years of the project, significant improvements have been made to the environment. The main project activity moving forward should focus on the development and establishment of a mature healthy shrub community. The current long term vision for the dunes is for a period of three to five years through 2022 to 2024.

The work, described above, for the planting, irrigation and work crew are specifically for the next 16 months of the project, through June 2020. However, the project vision moving forward beyond 2020 is to implement similar work activities (planting 10,000 shrubs and watering) in 2020-2021 and 2021-2022 following which there would be a two year period of plant irrigation and care ending in 2024.

Fiscal Impact:

The long-term planning effort was conducted to evaluate ways to continue the project keeping in mind the initial \$10 million project budget received as part of the 2013 Settlement Agreement with

the Los Angeles Department of Water and Power (LADWP) and additional funding received in November 2016 from settlement of Notice of Violation #461 and subsequent approval from the Governing Board to transfer funds in the amount of \$1,199,707 to the Keeler Dunes dust control project budget (Board Order #161110-05).

A detailed cost analysis was completed as part of the long-term planning effort for continuing the Keeler Dunes Project over the next three to five years. The cost analysis evaluated various options for continuing the project. The biggest cost involved is the labor needed for irrigation and planting work. Using an ACE crew is the most efficient way to provide the needed labor in the project costing approximately 38% of a crew from a construction or landscaping company. However, proper oversight of the field crew is also critical for the success of the project and the long term plan includes more direct field oversight than previously used in the project.

At the end of the Nature's Image contract it is anticipated that there will be approximately \$200,000 unexpended funds from the contract for work that has not been conducted. These funds will be returned to the Keeler Dunes Project budget for 2018-2019 and used for purchasing necessary materials and equipment, contracting with Greenheart Farms for propagation of additional plants, and contracting with ACE for providing a work crew to conduct the spring 2019 irrigation work.

Based on careful review of the funds available and anticipated future costs for the Keeler Dunes Project, it is anticipated that there are sufficient funds available in the project budget to implement the long-term plan through June 2020 leaving a balance of approximately \$154,000. Any further work in the project will require additional funds beyond what is currently available. District staff will be working to find additional sources of potential funding so that necessary additional work can be completed beyond 2020.

Photos and Maps of the Project

A presentation with photos and maps of the project will be shown at the Board Meeting on March 7, 2019.

Board Action:

None. Informational 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: March 7, 2019

To: District Governing Board

From: Patricia Gilpin, Fiscal Services Technician

Subject: FY 2018-2019 2nd Quarter Financial Reports (Oct. 1 – Dec. 31)

Summary:

Financial summaries for the 2nd quarter of the 2018-19 fiscal year are attached. The District operates two main budgets, the “General Fund” (formerly “District”) and the “SB 270”.

The General Fund Budget’s income and expenses are traditional air pollution control activities within the tri-county boundaries, with exception of any air pollution control income and expenses related to the City of Los Angeles’ water-diversion activities. The General Fund also has three sub-budgets: The Owens Lake Trust Fund, the Clean Air Projects Program, and the Keeler Dunes Dust Control Project. Reports on these budgets are also included in this summary. Funds for these three sub-budgets are also held in the Inyo County Treasury.

The SB 270 Budget’s income and expenses are related to the City of Los Angeles activities at Owens and Mono Lakes. Funds for both budgets are held in the Inyo County Treasury.

Fiscal Impact:

None

Board Action:

None. Informational only.

Attachment:

1. FY 2018-19 2nd Quarter Financial Reports (October 1 – December 31)

Great Basin Unified Air Pollution Control District
General Fund (formerly "District") Budget FY 2018-2019
For the 2nd Quarter (Ending December 31, 2018)

EXPENSES		2nd Quarter	Budget	% of Budget
I	Employee Costs			
	A Employee Wages	157,798.94	340,000.00	46.41%
	B Retirement	45,508.34	54,500.00	83.50%
	C Insurance Benefits	27,022.77	55,000.00	49.13%
	D Taxes	29,783.48	60,500.00	49.23%
	F Worker's Compensation Insurance	2,932.22	3,000.00	97.74%
	Employee Costs	263,045.75	513,000.00	51.28%
II	Operating & Compliance Costs			
	A Advertising - Legal Notices & Ads	1,038.99	2,200.00	47.23%
	B Dues, Subscriptions Education, Use Tax, Fees, AB2588	3,603.58	6,100.00	59.08%
	C Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.)	8,000.37	15,500.00	51.62%
	D Fuel and Gasoline	1,444.84	4,000.00	36.12%
	E Health & Safety	-	1,000.00	-
	F Insurance - Liability, Fire & Casualty	9,410.73	9,500.00	99.06%
	G Leases & Rents: Equipment, Office, Site, Storage	11,685.25	23,000.00	50.81%
	H Maintenance & Repairs of Equipment - Labor	2,180.95	10,000.00	21.81%
	I Maintenance & Repairs of Equipment - Materials	258.46	15,000.00	1.72%
	J Postage and Shipping	126.65	1,000.00	12.67%
	K Professional & Special Services	5,705.53	8,800.00	64.84%
	L Supplies & Tools (In-Field, Office, General Use)	775.44	2,500.00	31.02%
	M Transportation & Travel	2,460.03	4,900.00	50.20%
	N Utilities	3,137.29	6,400.00	49.02%
	O Public Assistance/Grant Programs	-	6,000.00	-
	Operating & Compliance Costs	49,828.11	115,900.00	42.99%
III	Materials & Equipment			
	A Equipment: Computer, Furniture, General, Office, Scientific, Software (>\$5,000 ea.)	-	27,850.00	-
	B Capital Expenditure Fund: Vehicles & Equipment	-	4,500.00	-
	Materials and Equipment Costs	-	32,350.00	0.00%
	TOTAL EXPENSES (Parts I, II, III)	312,873.86	661,250.00	47.32%
IV	Grant Expenses			
	A EPA 105 Grant (Restricted)	-	71,889.00	-
	B EPA PM2.5 Grant (Restricted)	7,258.01	18,245.00	10.10%
	C AB 617	1,684.09	5,618.00	29.98%
	Grants	8,942.10	95,752.00	9.34%
	Total Expenses	\$ 321,815.96	\$ 757,002.00	42.51%

Great Basin Unified Air Pollution Control District
General Fund (formerly "District") Budget FY 2018-2019
For the 2nd Quarter (Ending December 31, 2018)

REVENUE		2nd Quarter	Budget	% of Budget
I	Fees, Permits & Penalties			
	A AB 2588 - Toxic Hot Spots	-	1,500.00	-
	B Conservation Mgmt. Plan/Prescribed Burn Plan	100.00	5,000.00	2.00%
	C Geothermal	12,158.00	310,000.00	3.92%
	D Hearing Board	-	-	-
	E Initial Permit Fees (FF, ATC, Mods)	16,558.50	30,000.00	55.20%
	D Penalties & Late Fees	996,793.00	12,000.00	8306.61%
	G Sources (Asbestos, Diesel, Fuel, Electric, PERP)	61,271.54	115,000.00	53.28%
	H Service Station Vapor Recovery	6,022.00	15,000.00	40.15%
	Fees, Permits & Penalties	1,092,903.04	488,500.00	223.73%
II	Other Revenue			
	A Air Monitoring Audits	-	-	-
	B Interest	5,436.31	2,000.00	271.82%
	C Per Capita Fee	-	-	-
	D Sales, Services, Fees, Rebates & Refunds	184.29	7,250.00	2.54%
	E State Subvention (3 counties)	-	138,500.00	-
	F Town of Mammoth Lakes (Air Monitoring)	-	25,000.00	-
	G From Capital Asset Reserves: E&M	-	-	-
	H Transfer of Asset	785,194.29	-	-
	Other Revenue	790,814.89	172,750.00	457.78%
	Total Permits, Fees & Other Revenue	1,883,717.93	661,250.00	284.87%
III	Grant Funds (Restricted)			
	A EPA 105 Grant (Restricted)	-	71,889.00	-
	B EPA PM2.5 Grant (Restricted)	22,245.00	18,245.00	121.92%
	C AB 617	-	5,618.00	-
	Total Grants	22,245.00	95,752.00	23.23%
	TOTAL REVENUE (w/ Grants)	\$ 1,905,962.93	\$ 757,002.00	251.78%

Reconcile to Inyo County Treasury as of 12/31/2018

General Fund Reserves	\$ 1,923,297.37
Capital Asset Accrual Reserves	\$ 92,365.64
Spendable/Available Cash	\$ 851,573.60
CEQA Lead Agency Litigation Funds ⁽¹⁾	\$ 39,899.42
103 Grant Funds (PM2.5)	\$ 39,352.92
105 Grant Funds	\$ (721.84)
	<u>\$ 2,945,767.11</u>

Balance, IC Auditor Report 12/31/2018 **\$ 2,945,767.11**

Checking account balance as of 12/31/2018=\$5,103.04

¹ ORMAT Litigation Funds

Great Basin Unified Air Pollution Control District
SB 270 Budget FY 2018-2019
For the 2nd Quarter (Ending December 31, 2018)

EXPENSES		2nd Quarter	Budget	Adjusted Budget	% of Budget
I Employee Costs					
A	Employee Wages	764,170.81	1,715,500.00	1,715,500.00	44.55%
B	Retirement	285,002.66	337,000.00	337,000.00	84.57%
C	Insurance Benefits	187,329.47	397,000.00	397,000.00	47.19%
D	Taxes	145,665.51	301,500.00	301,500.00	48.31%
E	Worker's Compensation Insurance	16,615.96	13,500.00	13,500.00	123.08%
	Employee Costs	1,398,784.41	2,764,500.00	2,764,500.00	50.60%
II Operating & Compliance					
A	Advertising - Legal Notices & Ads	1,179.72	4,500.00	4,500.00	26.22%
B	Dues, Subscriptions, Education, Use Tax & Fees	20,494.48	33,000.00	33,000.00	62.10%
C	Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.)	47,065.38	112,000.00	112,000.00	42.02%
D	Fuel and Gasoline	13,836.22	25,000.00	25,000.00	55.34%
E	Health & Safety	-	5,000.00	5,000.00	-
F	Insurance - Liability, Fire & Casualty	53,438.58	52,000.00	52,000.00	102.77%
G	Leases & Rents: Equipment, Office, Site, Storage	58,001.04	112,000.00	112,000.00	51.79%
H	Maintenance & Repairs of Equipment - Labor	18,774.32	50,500.00	50,500.00	37.18%
I	Maintenance & Repairs of Equipment - Materials	56,431.11	175,000.00	175,000.00	32.25%
J	Postage and Shipping	1,129.85	2,000.00	2,000.00	56.49%
K	Professional & Special Services	239,087.39	1,184,000.00	1,316,725.00	18.16%
L	Supplies and Tools (In-field, Office, General Use)	5,013.56	22,500.00	22,500.00	22.28%
M	Transportation & Travel	17,209.18	28,000.00	28,000.00	61.46%
N	Utilities	27,553.04	67,500.00	67,500.00	40.82%
O	Control Measure Testing	460.59	200,000.00	200,000.00	0.23%
P	Public Outreach & Education	-	10,000.00	10,000.00	-
	Operating & Compliance Costs	565,231.03	2,083,000.00	2,215,725.00	25.51%
III Materials & Equipment					
A	Equipment: Computer, Furniture, General, Office, Scientific, Software (>\$5,000 ea.)	96,768.77	230,500.00	230,500.00	41.98%
B	Vehicles & ATVs	-	40,500.00	40,500.00	-
	Materials & Equipment Costs	96,768.77	271,000.00	271,000.00	35.71%
	Expenses Total (Parts I, II, III)	\$ 2,060,784.21	\$ 5,118,500.00	\$ 5,251,225.00	39.24%
IV Owens Lake Scientific Advisory Panel					
A	2014 Stipulated Judgment (Paragraph 12.G)	\$ -	\$ -	\$ 750,000.00	-
	FY 2017-2018 SB 270 Fee	\$ 2,060,784.21	\$ 5,118,500.00	\$ 6,001,225.00	34.34%

Great Basin Unified Air Pollution Control District
SB 270 Budget FY 2018-2019
For the 2nd Quarter (Ending December 31, 2018)

REVENUE		2nd Quarter	Budget	Adjusted Budget	% of Budget
I	Fees, Permits & Penalties	\$ 5,118,500.00	\$ 5,118,500.00	\$ 5,118,500.00	100.00%
	Reserve Policy Credit	\$ -	\$ -	\$ -	-
Total SB 270 Fee Assessment		\$ 5,118,500.00	\$ 5,118,500.00	\$ 5,118,500.00	100.00%
II	Other Revenue				
	FY17-18 Carry-overs	132,725.00	-	132,725.00	-
	Carry-over: Owens Lake Scientific Advisory Panel	750,000.00	-	750,000.00	-
	From Asset Reserve:	-	-	-	-
	Interest	32,858.76	-	-	-
	Sales, Services, Rebates, Refunds	1,044.19	-	-	-
		916,627.95	-	882,725.00	103.84%
TOTAL REVENUE		\$ 6,035,127.95	\$ 5,118,500.00	\$ 6,001,225.00	100.56%

Reconcile to Inyo County Treasury as of 12/31/2018

SB 270 General Fund Reserves	\$ 2,262,417.46
Capital Asset Accrual Reserves	\$ 184,200.94
Spendable/Available Cash	\$ 3,935,707.84
	<u>\$ 6,382,326.24</u>

Balance, IC Auditor Report 12/31/2018 **\$ 6,382,326.24**

Checking account balance as of 12/31/2018=\$83,427.86

Great Basin Unified Air Pollution Control District
Owens Lake Trust Fund FY 2018-2019
For the 2nd Quarter (Ending December 31, 2018)

Beginning Cash Balance 7/1/2018	1,068,887.93
June 30, 2018 Interest-earned Inyo County	3,314.90
September 30, 2018 Interest-earned Inyo County	<u>4,422.21</u>
	1,076,625.04

Expenses

Professional Services	-
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<i>Checking account balance</i>	<u>3.90</u>
	3.90

Reconcile to Inyo County Treasury 12/31/2018	<u><u>\$ 1,076,625.04</u></u>
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Balance: IC Auditors Report as of 12/31/2018	<u><u>\$ 1,076,625.04</u></u>
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Great Basin Unified Air Pollution Control District
Keeler Dunes Dust Control Projects FY 2018-2019
For the 2nd Quarter (Ending December 31, 2018)

Beginning Cash Balance 7/1/2018	1,272,368.77
June 30, 2018 Interest-earned Inyo County	4,156.94
Checking account balance at year-end	4,487.90
September 30, 2018 Interest-earned Inyo County	4,980.97
	<u>1,285,994.58</u>

Expenses

Paid year-end invoices FY17-18 accruals	78,399.61
Employee Costs	30,890.94
General Expenses	8,146.47
Jimmy Myers payment	(20,000.00)
Projects	140,711.96
Administration	531.06
	<u>238,680.04</u>
 <i>Checking account balance</i>	 <u>1,698.80</u>
	<u>240,378.84</u>

Reconcile to Inyo County Treasury 12/31/2018	<u><u>\$ 1,045,615.74</u></u>
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Balance: Inyo County Auditors as of 12/31/2018	<u><u>\$ 1,045,615.74</u></u>
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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: March 7, 2019

To: Governing Board

From: Tori DeHaven, Clerk of the Board

Subject: Travel Report

Summary:

Jon Becknell	Jan. 8 – 9	California Air Resources Board Visible Emissions Evaluation Certification	El Cajon, CA
Phill Kiddoo Ann Logan	Jan. 15	Meeting with State Water Resources Control Board Staff Regarding the Mono Basin PM10 Planning Area	Sacramento, CA
Phill Kiddoo Ann Logan	Jan. 16	Meeting with California State Lands Commission Staff Regarding the Mono Basin PM10 Planning Area	Sacramento, CA
Phill Kiddoo Ann Logan	Jan. 16	Meeting with California Air Resources Board Staff Regarding the Mono Basin PM10 Planning Area	Sacramento, CA
Phill Kiddoo	Jan. 16	Installation of Officers & Rural Leadership Awards Reception	Sacramento, CA
Susan Cash	Feb. 11	Government Finance Officers Association Accounting for Capital Assets	Newport, CA
Chris Lanane Kimberly Mitchell	Feb. 11 – 13	2019 Primary Quality Assurance Organization Curriculum Advisory Committee Meeting	Davis, CA
Ann Logan	Feb. 13 – 14	Air and Waste Management Association Impacts of Wildfires on Air Quality and Health	Santa Rosa, CA

Board Action:

None. Informational 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: March 7, 2019

To: District Governing Board

From: Tori DeHaven, Permit Coordinator/Board Clerk

Subject: Permit Enforcement Activity Report

The permit database is maintained by the Permit Coordinator. Information collected from the Air Quality Specialists, Air Pollution Control Officer, and Deputy Air Pollution Control Officer is entered upon receipt. The data and reports are discussed regularly in permit enforcement meetings. Data collected as of December 31, 2018, is as follows:

2nd Qtr. Permit Activity: October 1, 2017 – December 31, 2017

Permit Applications Received	7
Authority to Construct Issued	2
Temporary/Permits to Operate Issued	5
Permit Inspections	8
Notices of Violation Issued	1

2nd Qtr. Permit Activity: October 1, 2018 – December 31, 2018

Permit Applications Received	5
Authority to Construct Issued	6
Temporary/Permits to Operate Issued	2
Permit Inspections	10
Notices of Violation Issued	1

Open Notices of Violation

Inyo County	Mono County	Alpine County
9	0	0

Board Action:

None. Informational 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: March 7, 2019

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Contracts Less than \$10,000 or Otherwise Within the APCO's Authority

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:

Thornburg Inspection Services – On January 11, 2019, the APCO signed a contract in the amount of \$1,500 for a comprehensive real estate inspection in preparation for purchase of the property at 157 Short Street, Bishop CA 93514. The contract was part of the due diligence required to ensure that the District was as informed about the condition of the building as possible prior to taking ownership.

Board Action:

None. Informational 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: March 7, 2019

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.

2019

Regular Meetings of the GBUAPCD Governing Board
1st Thursday of odd Months
Adopted July 12, 2018

JANUARY

s	m	t	w	t	f	s
1	2	3	4	5		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY

s	m	t	w	t	f	s
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH

s	m	t	w	t	f	s
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

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7	8	9	10	11	12	13
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21	22	23	24	25	26	27
28	29	30				

MAY

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

s	m	t	w	t	f	s
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

s	m	t	w	t	f	s
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

s	m	t	w	t	f	s
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

s	m	t	w	t	f	s
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

s	m	t	w	t	f	s
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

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