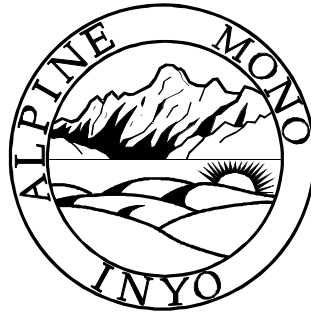


GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT



GOVERNING BOARD REGULAR MEETING INFORMATION

Meeting Date & Time

Thursday, May 2, 2019 at 10:00 a.m.

Meeting Location

Mono County Board of Supervisors Chamber (2nd Floor)
Mono County Courthouse, Main Street (U.S. Highway 395)
Bridgeport, California

District Board

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

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

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

The Governing Board of the Great Basin Unified Air Pollution Control District will conduct a 2nd public hearing for the purpose of considering adopting the District's annual budgets and proposed California Health and Safety Code Section 42316 (SB 270) order for the 2019-2020 fiscal year and providing the public with an opportunity to comment on the proposed budgets and order. The District has prepared a summary of its proposed total annual budget for the 2019-2020 fiscal year, including a schedule of fees and proposed order 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 April 2, 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 public hearing will be conducted at a regular meeting of the District Governing Board to be held at 10:00 a.m. on Thursday, May 2, 2019, Mono County Board of Supervisors Chamber (2nd Floor) Mono County Courthouse, Main Street (U.S. Highway 395), Bridgeport, California. The public hearing on the District's total annual budgets and proposed order is set for 10:05 a.m. Written comments are invited and should be addressed to the Great Basin Unified Air Pollution Control District, 157 Short Street, Bishop, California 93514. Comments may also be submitted by e-mail to pkiddoo@gbuapcd.org. Written comments received by 5:00 pm on Monday, April 15, 2019, will be included in the staff report sent to the Governing Board members. Written or verbal 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	March 28 & March 30, 2019
The Sheet	March 30 & April 6, 2019
Tahoe Daily Tribune	March 29, & April 5, 2019
Record Courier	March 28 & March 30, 2019



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

RESCISSION OF GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT RULE 1101 (Purchasing, Bidding and Contracting Policy)

The Governing Board of the Great Basin Unified Air Pollution Control District will consider rescission of Rule 1101 at a public hearing which will be held on May 2, 2019 at 10:15 a.m. in the Mono County Board of Supervisors Chamber (2nd Floor) of the Mono County Courthouse, Main Street (U.S. Highway 395), Bridgeport, California. Rule 1101 is known as the "Purchasing, Bidding, and Contracting Policy". The District proposes to rescind Rule 1101. The District has prepared an alternative written analysis of the proposed rule amendments as authorized by California Health & Safety Code Section 40727(g).

Copies of the proposed rule rescission and of the alternate written analysis of the proposed rule rescission prepared pursuant to California Health & Safety Code Section 40727(g) are available for public review at the Great Basin Unified Air Pollution Control District office at 157 Short Street, Bishop, California, and copies may be requested by contacting Susan Cash, Administrative Projects Manager, at (760) 872-8211. Written comments on this rule rescission should be sent to Phillip L. Kiddoo, Air Pollution Control Officer, Great Basin Unified Air Pollution Control District, 157 Short Street, Bishop, CA 93514. Comments may also be submitted by e-mail to pkiddoo@gbuapcd.org. Written comments received by 5:00 pm on Monday, April 15, 2019, will be included in the staff report sent to the Governing Board members. Written or verbal comments may also be made at the public hearing.

Publication:

Inyo Register	March 28, 2019
The Sheet	March 30, 2019
Record Courier	March 28, 2019
Tahoe Daily Tribune	March 29, 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, MAY 2, 2019 AT 10:00 AM

**Mono County Board of Supervisors Chamber (2nd Floor)
Mono County Courthouse, Main Street (U.S. Highway 395)
Bridgeport, California**

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.

Regular Meetings are held on the first Thursday of every odd month at 10:00 am, at a location within the jurisdiction of the Great Basin Unified Air Pollution Control District as deemed by the Governing Board.

1. Call to Order and Pledge of Allegiance
2. Public Comment on Matters not on the Agenda (No Action)
3. **10:05 a.m.: PUBLIC HEARING (Action)**
 - a. Adoption of Orders to the City of Los Angeles to Pay 2019-2020 Fiscal Year Fees as Provided by Section 42316 of the California Health and Safety Code (SB 270)1
 - b. Fiscal Year 2019-2020 Total District Budget – Approval of the General Fund and SB 270 Sub-budgets (Second of Two Required Budget Hearings)5
4. Consent Items (Action)
 - a. Approval of the March 7, 2019 Regular Governing Board Meeting Minutes16
 - b. Approve Consulting and Service Contracts for Fiscal Year 2019-202025
 - c. Approve Leases and Rental Agreements for Fiscal Years 2019 – 202457
 - d. Waiver of Consumer Price Index Increase of District Fees for Fiscal Year 2019-202059
 - e. Approve Amendment to California State Association of Counties Excess Insurance Authority Dental Program Memorandum of Understanding60
 - f. Appropriation Changes, Year End Transfer Authority, and Carryovers68
 - g. Approval of Annual Sole Source Determinations69
 - h. Acceptance of the Assemble Bill 617 Community Air Protection Program Grant from the California Air Resources Board in the Amount of \$36,99480

- i. Approve Purchase of Five (5) TEOM Continuous PM10 Monitors from Thermo Fisher Scientific, A Sole-Source Provider, for \$125,000 91
 - j. Approve Purchase of One (1) Filter-Based Particulate Matter Monitor (Partisol 2025i-AV) from Thermo Scientific, A Sole-Source Provider, for \$22,000.....92
- 5. **10:15 a.m.: PUBLIC HEARING (Action)** Rescission of District Rule 1101 - Purchasing, Bidding and Contracting Policy93
- 6. Approval of Purchasing Policies and Procedures (Action)140
- 7. Adoption of the Uniform Public Construction Cost Accounting Procedures (Action).....172
- 8. Adoption of 2019 Air Quality Monitoring Network Plan (Action)175
- 9. Authorization to Accept Funds for Implementation of the District’s Smoke Management Program and Activities Related to Prescribed Burning (Action).....176
- 10. Informational items (No Action)
 - a. Travel Report180
 - b. Permit Enforcement Activity Report181
 - c. FY 2018-2019 3rd Quarter Financial Reports (January 1 – March 31).....182
 - d. Contracts Less Than \$10,000 or Otherwise Within the APCO’s Authority190
- 11. Board Member Reports (No Action)
- 12. Air Pollution Control Officer Report (No Action)191
- 13. Cancellation of the Next Regular Meeting of the Governing Board and Scheduling a Special Meeting (Action).....192
- 14. **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.
- 15. **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).

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: Non-Management Employees.

17. **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.

18. **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 www.gbuapcd.org

BOARD REPORT

Mtg. Date: May 2, 2019

To: District Governing Board

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

Subject: **Public Hearing** – Adoption of Orders to the City of Los Angeles to Pay the 2019-2020 Fiscal Year SB 270 Mitigation Fees as Provided by Section 42316 of the California Health & Safety Code

Section 42316 of the California Health & Safety Code (SB 270) gives the District the authority to require the City of Los Angeles (City) to pay annual fees to cover the estimated costs of mitigating the air quality impacts caused by their water-gathering activities. The public hearing on this agenda item pertains to the Board's adoption of an "Order to Pay" to the City for the 2019-2020 fiscal year SB 270 mitigation fees. The next agenda item will separately consider adoption of the District's total budget including the SB 270 sub-budget. The SB 270 fees are the revenue used to fund the SB 270 sub-budget.

STAFF REPORT

At the March 7, 2019 Board meeting, staff presented a preliminary SB 270 budget for the 2019-2020 fiscal year. The Board solicited public comment and directed staff to schedule a public hearing for adoption of the Order to Pay at the next (May 2, 2019) Board meeting. At the March 7th meeting, there was no comment on the proposed fee from the public. The proposed final assessment does not differ from the draft presented in March, other than fixes to typographical issues as listed on the last page of the *Assessment* as errata.

Now, staff recommends that the Board conduct a public hearing to solicit additional comments on the proposed assessment and adopt orders for the City to pay the estimated costs associated with the District's SB 270 related activities.

Included with the Board packet materials for this meeting is a separately bound April 2, 2019 dated document titled *2019-2020 Fiscal Year SB 270 Budget and Fee Assessment (Final)*. District staff has distributed this document to the Board and the City. It is available to any interested party, upon request. Staff has summarized the fees below—details can be found in the above referenced *Assessment* document.

The annual SB 270 budget and funding 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 with 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, and collecting data on significant Owens Lake areas as well as environmental resources for California Environmental Quality Act (CEQA) purposes.

SB270 FEE

The SB 270 fee includes the estimated cost of all District employees (wages and benefits), operating costs (rent, utilities, insurance, supplies, travel and professional services associated with regular budget activities), and equipment costs associated with compliance monitoring and enforcement of the LADWP's efforts to control the air pollution caused by its water-gathering activities in the District. The proposed fee total is \$7,339,281. The 2019-2020 budget contains estimates in each category to meet commitments made by the District in the 2016 SIP Board Order, Phase 9/10 EIR, December 2014 Stipulated Judgment, and 2010 Coso Junction Maintenance Plan. These commitments include: 1) maintenance and replacement of air monitoring equipment at Owens Lake; 2) consultant fees necessary to carry out committed regulatory and compliance tasks at Owens Lake and Mono Lake; and 3) the December 2014 Stipulated Judgment to implement the terms of the stipulation and agreement. The Stipulated Judgment entered by the California Superior Court on December 30, 2014 (2014 Stipulated Judgment) included resolutions of several dust control matters at Owens Lake.

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*.

SUMMARY

The proposed total SB 270 fee is \$6,065,781. Compared to the 2018-2019 fee total of \$5,118,500, the proposed fee total represents an increase of 18.51% (\$947,281). The amount due and payable to the District by June 16, 2019 will be \$6,065,781. As the reserve is currently below the District policy of 33.3% of expenditures, there is no offsetting credit this year for surplus reserve.

FISCAL IMPACT

The Board's adoption of the attached "Order to Pay" will require the City of Los Angeles to pay the District \$6,065,781 by June 16, 2019 (45 days from May 2, 2019¹). This money will then be used to fund the District's SB 270 activities for the 2019-2020 fiscal year. SB 270 provides for an appeal of the assessment by the City to the California Air Resources Board within 30 days of the Board's action, subject to conditions contained in the Kern County Superior Court Stipulated Judgment (February 13, 2014).

¹ Kern County Superior Court Stipulated Judgment: District shall provide at least 40 days for the City to pay an ordered fee (p. 5).

Board Action:

1. Staff recommends that the Board conduct the scheduled public hearing for input regarding the proposed fiscal year 2019-2020 SB 270 Fee Assessment Order.
2. Staff recommends that the Board adopt the attached “Fiscal Year 2019-2020 SB 270 Fee Assessment Order to Pay” for the base SB 270 costs in the amount of \$6,065,781.

Attachments:

1. Fiscal Year 2019-2020 SB 270 Fee Assessment Order to Pay
2. *2019-2020 Fiscal Year SB 270 Budget and Fee Assessment (Final)*, dated April 2, 2019 (bound separately)



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

Board Order 190502-01

I HEREBY CERTIFY that at a meeting of the Great Basin Unified Air Pollution Control Board in Bridgeport, California on May 2, 2019 an order was duly made and entered as follows:

Fiscal Year 2019-2020 SB 270 Fee Assessment Order to Pay

Moved by Board member _____, seconded by Board member _____, the Board finds:

1. That for the 2019-2020 fiscal year, the costs to the District of its employee, operating, and capital outlay for activities associated with the development and implementation of mitigation measures and related air quality analysis, with respect to the activities of the City of Los Angeles in the production, diversion, storage or conveyance of water (expenditures for what is known as the "SB 270 Fee"), are estimated to be Six Million Sixty-Five Thousand Seven Hundred Eighty-One Dollars (\$6,065,781.00);

2. That the amount described in Paragraph 1 hereof constitutes a reasonable fee; and

3. That additional costs may be assessed during fiscal year 2019-2020 for additional work, as required.

Therefore, the Great Basin Unified Air Pollution Control District, pursuant to the authority vested in it by Section 42316 of the California Health & Safety Code, hereby orders the City of Los Angeles to pay to the order of the Great Basin Unified Air Pollution Control District at 157 Short Street, Bishop, Inyo County, California, not later than **June 16, 2019**, the amount of Six Million Sixty-Five Thousand Seven Hundred Eighty-One Dollars (\$6,065,781.00).

Motion carried ___/___ and so ordered.

WITNESS: BOARD ORDER No. 190502-01

ATTEST:

Tori DeHaven
Clerk of the Board



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: May 2, 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 – Approval of the General Fund and SB 270 Sub-budgets (Second of two Required Budget Hearings)

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 (CH&SC §40131). Today's public hearing is on the entire District budget, including the sub-budgets referred to as the "General Fund" budget and the "SB 270" budget. The Board is being asked to approve the presented budgets today.

GENERAL FUND BUDGET OVERVIEW

The General Fund Budget is funded primarily by permit/air monitoring fees (~80%) and state subvention funds (~20%). 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.

General Fund Budget. The General Fund (GF) Budget (less Keeler Dunes Special Funds) for fiscal year FY 2019-2020 is \$810,000. Compared to FY 2018-2019 (see Table 1), expenses are estimated to be \$148,750 higher (22.50%). Anticipated revenue will balance the 2019-20 budget. This total is \$15,000 higher than reported in the March 7, 2019 draft due to a formula error that didn't capture the Building Improvements expense, which also increased the transfer from General Fund Reserves by \$15,000 keeping the revenues and expenses in balance.

Normal employee costs are up by \$38,500 (7.5%) primarily due to an increase in healthcare costs and the accelerated payment of the Unfunded Accrued Liability as discussed at the March board meeting.

Revenue for the FY 2019-2020 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. (Table 2)

FY 2019-2020 revenue incorporates the Governing Board's waiver of the per capita revenue source as approved at the March meeting. Given the General Fund Reserve Policy¹, fee payers and permit holders did not see an out-of-pocket fee increase the last six years (FY 2012-2013 through 2018-2019) and based on the current proposed budget, this will again occur in FY 2019-2020. 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.

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.

The Keeler Dunes Special Fund budget for 2019-2020 is \$478,500. This is an increase of approximately \$344,000 over FY 2018-2019. Most of this difference is due to the large contract created in FY 2017-18 with Nature's Image. The unspent funds from that contract were carried over into FY 2018-2019 but were accounted for as "budgeted" in FY 2017-2018.

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.

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.

¹ Policy: If the General Fund (non-SB270) reserves are above 33% 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 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 may be 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 General Fund-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 continuously 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.

TABLE 1

04.22.2019

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	117,000	261.67
FY 2018-19 TOTAL GENERAL FUND EXPENSES	661,250	810,000	22.50
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	36,994	558
Woodsmoke Reduction	225,000	100,000	-56
General Fund Reserve as of January 31, 2019	1,045,489	1,833,297	

TABLE 1

04.22.2019

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
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AB 617	5,618	36,994	558
Woodsmoke Reduction	225,000	100,000	-56
General Fund Reserve as of January 31, 2019	1,045,489	1,833,297	

TABLE 3

2018.12.18

FY 2019-20 KEELER DUNES

	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	7,838,389	-	173,000	8,011,389
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 KEELER DUNES	10,392,929	134,164	478,500	11,005,593

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	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)

381,700

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 received a copy of the proposed assessment via email, and as of this report deadline have made no comment.

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 April 2, 2019 dated document titled, *2019-2020 Fiscal Year SB 270 Budget and Fee Assessment (Final)*. 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.

The SB 270 fee includes the estimated cost of all District employees (wages and benefits), operating costs (rent, utilities, insurance, supplies, travel and professional services associated with regular budget activities), and equipment costs associated with compliance monitoring and enforcement of the LADWP's efforts to control the air pollution caused by its water-gathering activities in the District. The proposed fee total is \$6,065,781. Compared to the 2018-2019 fee total of \$5,118,500, the proposed fee total represents an increase of 18.51% (\$947,281). The 2019-2020 budget contains estimates in each category to meet commitments made by the District in the 2016 SIP Board Order, Phase 9/10 EIR, December 2014 Stipulated Judgment, and 2010 Coso Junction Maintenance Plan. These commitments include: 1) maintenance and replacement of air monitoring equipment at Owens Lake; 2) consultant fees necessary to carry out committed regulatory and compliance tasks at Owens Lake and Mono Lake; and 3) the December 2014 Stipulated Judgment to implement the terms of the stipulation and agreement. The Stipulated Judgment entered by the California Superior Court on December 30, 2014 (2014 Stipulated Judgment) included resolutions of several dust control matters at Owens Lake.

The 2014 Stipulated Judgment provides for financial support by the LADWP of the OLSAP. Initial funding for the OLSAP was made pursuant to fee orders by the District per California Health &

Safety Code §42316 in FY 2015-2016. The LADWP is responsible for providing additional funding to the OLSAP for reporting and analyzing new and relevant testing data up to \$2,000,000 annually.

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 2018-2019 total budget of \$5,913,914. Details of the specific increase and decreases can be found in the attached tables and in the accompanying *2019-2020 Fiscal Year SB270 Budget and Fee Assessment (Final)*. 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:

1. Staff recommends that the Board conduct the second of two public hearings on the total budget, consider all comments and testimony, and make whatever changes are found appropriate to District or SB 270 budgets.
2. Staff recommends that the Board adopt the total Great Basin Unified Air Pollution Control District budget which includes: a) the proposed final 2019-20 General Fund budget; and b) the proposed final 2019-2020 SB 270 budget.
3. Staff recommends that the Board waive the automatic Consumer Price Index increase for District permit fees based on the adopted FY 2019-20 District budget (less special funds) for the 2019-2020 fiscal year and the amount of current District (non-SB 270) reserve funds.

Attachments:

1. Total District Budget Summary
2. *2019-2020 Fiscal Year SB 270 Budget and Fee Assessment (Final)*, dated April 2, 2019 (bound separately)

TOTAL GBUAPCD BUDGET

04.22.2019

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	117,000	261.67
IV. Keeler Dunes	134,164	478,500	256.65
Total General Fund	795,414	1,288,500	61.99
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	7,354,281	24.36



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: May 2, 2019

To: District Governing Board

From: Tori DeHaven, Clerk of the Board

Subject: Approval of the March 7, 2019 Regular Governing Board Meeting Minutes

Summary:

Attached for the Board's approval are the minutes from the March 7, 2019 regular meeting held in Mammoth Lakes, California.

Board Action:

Staff recommends that the Board review and approve the minutes from the March 7, 2019 meeting.

Attachment:

1. March 7, 2019 minutes

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
GOVERNING BOARD MINUTES
March 7, 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 March 7, 2019 in the Town of Mammoth Lakes Council Chambers, 437 Old Mammoth Road (Suite Z), Mammoth Lakes, California 93546.

Governing Board members present:

David Griffith, Board Chair, Alpine County
Dan Totheroh, Board Vice Chair, Inyo County
Matt Kingsley, Inyo County
Kirk Stapp, Alternate, Town of Mammoth Lakes
Fred Stump, Mono County
John Peters, Mono County
Ron Hames, Alpine County

Governing Board members absent:

John Wentworth, Town of Mammoth Lakes

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
Grace Holder, Senior Scientist
Sondra Grimm, Technical Services Specialist
Paige Austin, Field Services Technician I
Matt Picken, Research & Systems Analyst II

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

None indicated by sign in.

Agenda Item #1
Call to Order
Pledge of
Allegiance

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

Dr. Grace Holder 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 10:02 am.

No comment was offered.

Agenda Item #3
Election of
Governing Board
Chair and Vice
Chair for 2019
(Action)

Motion (Totheroh/Peters) electing Board Member Kingsley to the position of Chair for 2019.

Ayes: Board Members – Kingsley, Totheroh, Stapp, Griffith, Hames, Peters, Stump

Noes: 0

Abstain: 0

Absent: Board Members – Wentworth

Motion carried 7/0 and so ordered.

B/O #190307-03

Motion (Peters/Griffith) electing Board Member Stump to the position of Vice Chair for 2019.

Ayes: Board Members – Kingsley, Totheroh, Stapp, Griffith, Hames, Peters, Stump

Noes: 0

Abstain: 0

Absent: Board Members – Wentworth

Motion carried 7/0 and so ordered.

B/O #190307-03

Agenda Item #4
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)

Board Chair Kingsley opened the public hearing at 10:05 am.

Ms. Susan Cash, Administrative Projects Manager, gave a presentation regarding the proposed Fiscal Year 2019-2020 Draft General Fund and SB 270 Sub-budgets. Ms. Cash noted that the budget previously known as the “District budget” has been re-named the “General Fund,” in order to avoid confusion when speaking about the District as an agency vs. the District as a budget. Ms. Cash noted that the General Fund Budget for Fiscal Year 2019-2020 is \$133,500 higher than last Fiscal Year. She then added that the proposed SB 270 fee for Fiscal Year 2019-2020 will see an increase of \$947,281. Increases and/or decreases to the above-mentioned budgets as well as the other District sub-budgets are detailed within the staff report.

Mr. Nelson Mejia, City of Los Angeles DWP (LADWP), commented that LADWP is still in the process of reviewing the (SB 270) budget. LADWP has worked with District staff to answer any questions or concerns. LADWP does not anticipate any major concerns or comments.

Board Chair Kingsley closed the public hearing at 10:24 am.

Agenda Item #5
Consent Items
(Action)

Motion (Stump/Griffith) approving consent items b through g and i through k as follows:

- b. Waiver of District Rule 1102 Annual \$0.55 Per Capita Town and Counties Assessment Fee for Fiscal Year 2019-2020
- c. Authorization to Enter into Grant Agreement for Quality Assurance Review of Point Source Emissions Data from the California Air Resources Board
- 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 \$13,900
- e. Approval of Contract with American Conservation Experience (ACE) for Work Crew for the Keeler Dunes Project for an Amount Not to Exceed \$39,276
- f. Approval of Tech Office Lease for the Period April 1, 2019-June 30, 2020 at the Rate of \$850/Month
- 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 \$26,710.30
- i. Approve Purchase of One (1) Filter-Based Particulate Matter Monitor (Partisol 2025i-AV) from Thermo Scientific, A Sole-Source Provider, for \$25,000
- j. Approval of District Family and Medical Leave Policy
- k. Approval of District Reasonable Accommodation Policy

Ayes: Board Members - Kingsley, Totheroh, Griffith, Hames, Peters, Stump

Noes: 0

Abstain: Board Member - Stapp

Absent: Board Member – Wentworth

Motion carried 6/0 and so ordered.

B/O #190307-05b

Motion (Stump/Griffith) approving consent item a as follows:

- a. Approval of January 3, 2019 Governing Board Meeting Minutes

Ayes: Board Members - Kingsley, Totheroh, Griffith, Hames, Stump

Noes: 0

Abstain: Board Members – Stapp, Peters

Absent: Board Member – Wentworth

Motion carried 5/0 and so ordered.

B/O #190307-05a

Board Vice Chair Stump acknowledged that he pulled this item (h) for discussion due to his concern about whether staff has the proper training to operate the vehicles being considered as well as if they have the proper safety equipment.

APCO Kiddoo assured the Board that staff has the proper training and safety equipment needed.

Motion (Stump/Griffith) approving consent item h as follows:

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 \$40,000

Ayes: Board Members - Kingsley, Totheroh, Griffith, Hames, Peters, Stump

Noes: 0

Abstain: Board Members – Stapp,

Absent: Board Member – Wentworth

Motion carried 6/0 and so ordered.

B/O #190307-05h

Agenda Item #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
SB 270 Reserves
for (1) and (2)
(Action)

Board Chair Kingsley asked for public comment at 10:36 am. No comment was offered.

Mr. Mejia was asked specifically what he thought about this purchase, from the perspective of LADWP. He replied that he fully supported the idea and thinks it makes sense.

Motion (Totheroh/Hames) approving agenda item number 6 as follows:

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).

Ayes: Board Members – Kingsley, Totheroh, Stapp, Griffith, Hames, Peters, Stump

Noes: 0

Abstain: 0

Absent: Board Member – Wentworth

Motion carried 7/0 and so ordered.

B/O #190307-06

Agenda Item #7
Acceleration of
Payment of the
CalPERS
Pension
Unfunded
Accrued Liability
(UAL) Reducing
Payoff Time from
30 Years to 15
Years
(Action)

Board Chair Kingsley asked for public comment at 10:46 am.

Motion (Griffith/Hames) approving agenda item number 7 as follows:

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 PEPRA Miscellaneous Plan in full on a yearly basis in order to not accumulate a new unfunded liability for the next tier of employees.

Ayes: Board Members – Kingsley, Totheroh, Stapp, Griffith, Hames, Peters, Stump

Noes: 0

Abstain: 0

Absent: Board Member – Wentworth

Motion carried 7/0 and so ordered.

B/O #190307-07

Agenda Item #8
Keeler Dunes
Dust Control
Project Update
and Long-Term
Plan
(No Action)

The Board took a break at 10:49 am.

The Board reconvened at 10:54 am.

Dr. Grace Holder, Senior Scientist, gave a slideshow presentation. Noted within the staff report as well as the presentation were points as follows:

- 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 Keeler dunes project is in its 5th year with implementation beginning in September 2014.
- The project has decreased the number of Federal and State PM₁₀ exceedances as well as 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.

- Long term plans for 2019 include: plan developed for next five years through 2024; plant in smaller focused efforts; provide additional water for newly planted shrubs with sprinklers during first growing season; and use seasonal work crew from American Conservation Experience (ACE) for planting and irrigation.

(the presentation is available upon request to the Clerk of the Board)

Board Chair asked for public comment at 11:49 am.

Mr. Mejia indicated that there are resources available to LADWP that could possibly help with the Keeler Dunes Project. Although he cannot commit money or water, there may be other things he can do to support the District.

Agenda Item #9
Informational
Items
(No Action)

APCO Kiddoo elaborated on the travel report, specifically activity in January.

Agenda Item #10
Board Member
Reports
(No Action)

Board member Totheroh: Nothing to report.

Board Alternate Stapp: Nothing to report.

Board member Griffith: Reported that Governor Newsom mandated Cal Fire to produce a report, within forty-five days, specific to what the state can do about forest health and catastrophic wildfires. The report has been completed and released and anyone interested should read it and get involved.

Board member Hames: Reported that he and Board member Griffith went to Sierra Nevada Conservancy yesterday and learned that one of the tools being considered to help manage/control future wildfires is prescribed burning. There is a plan to do a lot more prescribed burning which may affect the east side more than usual.

Board member Peters: Reported that he would like to thank District staff for deploying monitors during recent events which produced data that was placed on the District website to help address decision making while evaluating health effects of contaminants in the air during the events. Perhaps a future agenda item could be a discussion as to how to deploy monitors to collect data even sooner.

Board Vice Chair Stump: Nothing to report.

Board Chair Kingsley: Reported that as forest health has gained a lot of attention, money has been set aside within the state to begin considering what can be done to address forest health. Although there may never be enough money to completely address the issue and solve the problem, it's good that the governor and others are continuing to discuss solutions and plans for use of the money to address forest health.

Agenda Item #10 Air Pollution Control Officer's Report (No Action) APCO Kiddoo noted that he had two items to report on. The first being the introduction of the District's newest employee, Mr. Matthew Picken, who will serve as a Research & Systems Analyst II. The second item he reported was that the District has submitted an application, to the Owens Valley Groundwater Authority, as an Interested Party.

Agenda Item #12 Confirm Date and Location of Next Regular Meeting (May 2, 2019, in Mono County, CA) The next regular meeting of the District Governing Board will convene at 10:00 am on May 2, 2019 in Bridgeport, 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 #13 **CLOSED SESSION** The Board convened into closed session at 12:21 pm.
The Board reconvened into open session at 1:46 pm.

CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:

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

Report: Nothing to report.

Agenda Item #14 **CLOSED SESSION** **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).

Report: Nothing to report.

Agenda Item #15 **CLOSED SESSION** **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.

Report: Nothing to report.

**Agenda Item
#16
CLOSED
SESSION**

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: Nothing to report.

Adjournment

The meeting was adjourned by Board Chair Kingsley at 1:46 pm. The Board will reconvene in open session at 10:00 am, on Thursday, May 2, 2019 in Bridgeport, California.

Matt Kingsley, 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: May 2, 2019

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Approve Consulting and Service Contracts for Fiscal Year 2019-2020

The District's total budget for FY 2019-2020 contains funds for consulting and service contracts. Staff requests that the Board approve the following budgeted contracts and authorize the Air Pollution Control Officer to execute the agreements. The contracts will be effective July 1, 2019 and are proportionally dependent on payment of the SB 270 assessment fee for the 2019-2020 fiscal year. To save paper, only the contract cover sheets, signature pages, scopes of work, and fee schedules are attached. Full copies of the contracts are available upon request and will also be available for review at the Board meeting.

Contracts to be approved:

- 1) American Conservation Experience (ACE) – The District will be working with the American Conservation Experience in order to complete the planting and watering phase on the Keeler Dunes. These two contracts are the substitute for last year's Nature's Image contract. ACE crews will install and water plants, remove invasive weeds, repair bale mounds, hoses, valves, and fittings, remove protective cages as needed, and collect water usage data. The total budgeted for this contract is \$173,000 (Keeler Dunes).

The District will also be working with ACE to provide a 44- or 52-week internship to assist with the oversight of ACE crews during seasonal work events, general maintenance, and operational work in the Keeler Dunes Project, as well as operational and data collection of sand motion and wind monitoring sites and other activities related to Owens Lake Dust Control mitigation. This contract is \$44,000 (Keeler Dunes).

- 2) Desert Research Institute (DRI) for Consultation Services - The District will be working with experts at DRI on two tasks during the 2019-20 fiscal year. Task 1 involves remote sensing services, and Task 2 involves Owens Lake Science and History. The total budgeted for this contract is \$225,000 (SB 270).

- 3) King & Spalding LLP for Legal Services – It is estimated that \$250,000 (SB 270) will be needed for legal services to assist the District during FY 2019-2020. This amount is an estimate of a reasonable fee to allow the District to respond to any legal challenges with necessary and appropriately qualified legal counsel. SB 270 provides for the annual assessment of fees related to the above projects and other related activities. It is difficult to anticipate the total estimated budget for legal services actions in part because of unpredictable circumstances that could arise not only by LADWP but from other private or public agencies. The District cannot be placed in a position of underestimating the total cost to respond to any and all legal actions. The District must carry out its legal duties under California law to protect the environment and public health. It should be noted that unexpended SB 270 fees can either be re-directed to other approved costs or are credited back to the LADWP the following fiscal year. Mr. Peter Hsiao is the District's primary lead attorney at King & Spalding LLP. (SB 270)
- 4) Inyo County Counsel's Office - The District enters into a contract with the Inyo County Counsel's Office for advice on various legal matters including, but not limited to, personnel issues, labor law, administrative law, procedural matters, and other areas as agreed upon. The District does not have in-house counsel and relies on access to legal advice or representation on a continual basis via the Inyo County Counsel's office. The County Counsels for all three counties act as District Counsel for enforcement matters in their respective counties. The contract amount for 2019-2020 is \$13,500. (SB 270: \$11,500, General Fund: \$2,000)
- 5) Ramboll US Corporation for Air Quality Modeling and Hydrologic Evaluation Services – Mr. Richmond and his team at Ramboll assist the District with the preparation and review of particulate matter air quality modeling at Owens Lake and Mono Lake and they perform air quality model-related investigations needed to support the Owens and Mono Lake PM10 State Implementation Plans. Mr. Richmond has recently transitioned into retirement and has transferred all duties and responsibilities to Dr. Bart Brashers and Dr. Maria Zatko, also of Ramboll. Dr. Brashers has a long history of working on air quality modeling in the Eastern Sierra, dating back to 2001. Mr. Richmond is still available on an as needed basis. Air quality modeling is used to help identify areas that cause or contribute to air quality violations at Owens Lake and Mono Lake and is required as part of the Owens Lake Dust ID Program to perform refined air quality model analyses to investigate issues of special interest; e.g. review and analysis of results from the LADWP's BACM tillage dust control study at Owens Lake; and their hydrologic services will also be used to assist the District in the analysis of LADWP's planned groundwater work at Owens Lake. The proposed assessment includes \$550,000 for Ramboll to assist the District with the preparation and review of particulate matter air quality modeling at Owens and Mono Lakes and to assist the District with hydrologic evaluation services relating to the Owens Lake Groundwater Workgroup. Air quality modeling is used to help identify areas that cause or contribute to air quality violations at Owens Lake and Mono Lake and is required as part of the Dust ID Program pursuant to District Board Order #160413-01 and the 2014 Stipulated Judgment. The budget (SB 270) contains \$250,000 for Task 1, Air Quality Modeling Services and \$300,000 for Task 2, Hydrologic Evaluation Services.

- 6) TEAM Engineering - The funds in this portion of the 2019-2020 budget (SB 270) are for TEAM Engineering Inc. to assist District staff with ongoing environmental compliance monitoring and special environmental consulting. The primary work to be completed with these funds includes the following two main tasks: 1) tracking of compliance requirements, mitigation measures and provisions associated with Owens Lake dust controls, and 2) archaeological and environmental services related to the Cultural Resource Task Force per the 2013 Stipulated Order of Abatement (2013 SOA) for Phase 7a, the 2014 Stipulated Judgment for Phase 9/10, and the 2016 SIP. The budget (SB 270) contains \$20,000 for Task 1, environmental compliance tracking services and \$200,000 for Task 2, archeological and environmental services related to the Cultural Resource Task Force.
- 7) Wood Environment & Infrastructure Solutions, Inc. - The District has retained Wood to support the activities with the Keeler Dunes Dust Control Project. Wood will assist with management and oversight of the work performed by ACE, and will assist in the planning, development, and implementation of the dust control strategies, interpretation of results, and restoration of staging and work areas. This contract is for \$29,000 and is budgeted from the Keeler Dunes fund.

Fiscal Impact:

Executing the proposed contracts will encumber \$1,460,500 of fiscal year 2019-2020 budgeted funds. The SB-270 budget will fund \$1,256,500; the Keeler Dunes Fund will fund \$246,000; and the General Fund budget will fund \$2,000.

Board Action:

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

Attachment:

1. Front Pages, Scopes of Work, and Fee Schedules for each contract.

**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 JULY 1, 2019 to JUNE 30, 2020 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.

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: JULY 1, 2019 TO: JUNE 30, 2020

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,
- plant installation
- 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 crew leaders and 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, plant installation, 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 \$173,000.00

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: JULY 1, 2019 TO: JUNE 30, 2020

SCHEDULE OF FEES:

The Fee Schedule for services requested in 2019-2020 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

(Note: this work is completed and not part of the 2019-2020 contract)

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: JULY 1, 2019 TO: JUNE 30, 2020

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

None

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND AMERICAN CONSERVATION EXPERIENCE
FOR THE PROVISION OF EMERGING PROFESSIONAL INTERNSHIP CORPS 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 Emerging Professional Internship Corps (EPIC) services for the Keeler Dunes Dust Control Project by the American Conservation Experience of Flagstaff, AZ (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 JULY 1, 2019 to JUNE 30, 2020 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.

ATTACHMENT A

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND AMERICAN CONSERVATION EXPERIENCE
FOR THE PROVISION OF EMERGING PROFESSIONAL INTERNSHIP CORPS SERVICES
FOR THE KEELER DUNES DUST CONTROL PROJECT**

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

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.

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

- Assistance with field oversight of ACE crews during seasonal work events
- General operational and maintenance work in the project
- Operation and collection of data from instruments at electronic monitoring sites
- General plant care and plant monitoring
- Assistance with plant installation
- Operation and general maintenance of irrigation system including minor repair of hoses valves and fittings
- Removal of invasive weeds
- Collection and recording of water use data
- Removal of plant protection cages
- Other duties as assigned

The District will provide training, equipment and materials required for completion of assigned work duties.

The total cost for the services provided shall not exceed \$41,000.00

ATTACHMENT B
AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND AMERICAN CONSERVATION EXPERIENCE
FOR THE PROVISION OF EMERGING PROFESSIONAL INTERNSHIP CORPS SERVICES
FOR THE KEELER DUNES DUST CONTROL PROJECT

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

SCHEDULE OF FEES:

Weekly Rate:
Weekly rates include Living Allowance, Fringe Benefits and Indirect costs. Weekly rates are provided below and are based on qualifications.

- 1. Intern Option A \$ 770/week

- 2. Intern Option B..... \$ 910/week

Total personnel costs NTE \$40,000.
Total travel, NTE \$1,000 (see attachment C).

The total cost for the services provided shall not exceed \$41,000.00

ATTACHMENT C

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND AMERICAN CONSERVATION EXPERIENCE
FOR THE PROVISION OF EMERGING PROFESSIONAL INTERNSHIP CORPS SERVICES
FOR THE KEELER DUNES DUST CONTROL PROJECT**

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Travel:

Travel costs will only be paid with prior approval from Grace Holder. Travel costs to be charged with no markup and not to exceed \$1,000.

Mileage:	Mileage will be paid at the Federal standard business rate. For 2019 this rate is 58 cents/mile. Miles driven in 2020 will be paid at the Federal standard business rate for 2020.
Lodging:	Not to exceed \$125.00/night
Meals:	
Breakfast:	\$13.00/meal
Lunch:	\$13.00/meal
Dinner:	\$28.00/meal

Not to be paid for travel to/from Keeler Dunes not for time spent at Keeler Dunes.

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

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the CONSULTING services of DESERT RESEARCH INSTITUTE of RENO, NEVADA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, 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 JULY 1, 2019 to JUNE 30, 2020 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.

ATTACHMENT A

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

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

SCOPE OF WORK

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

Task 1 – Remote Sensing Services

DRI will provide professional services related to determining regulatory compliance of shallow flooding, managed vegetation, brine, and tillage with BACM backup dust control measures on Owens Lake using remote sensing methods. DRI may also provide professional services related to analysis, review and comments on technical data and documents prepared for the Owens Lake Master Project or associated workgroups. The sum to be paid for professional services under this task shall not exceed \$210,000.

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

Task 2 – Owens Lake Science and History

DRI will provide professional services on the science and history of Owens Lake with emphasis on the geomorphology, geology and shoreline elevations as they relate to cultural resources in the area. The sum to be paid for professional services under this task shall not exceed \$15,000.

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

ATTACHMENT B

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

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

SCHEDULE OF FEES:

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

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

Hourly rate

Task 1- Remote Sensing

Dr. Ken McGwire \$223.76

Task 2 – Owens Lake Science and History

Mr. Steven Bacon \$153.66

Direct expenses actual costs

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

Total Budget Fees and Expenses (including per diem) not to exceed \$225,000.

ATTACHMENT C

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

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

Lodging: Actual cost, not to exceed \$175 per night unless approved by Grace Holder.

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

Mileage: Mileage will be paid at the Federal standard business rate. For 2019 this rate is 58 cents/mile.
Miles driven in 2020 will be paid at the Federal standard business rate for 2020.

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

KING & SPALDING

King & Spalding LLP
633 West Fifth Street
Suite 1600
Los Angeles, CA 90071
Tel: +1 213 443 4355
Fax: +1 213 443 4310
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Partner
Direct Dial: +1 213 443 4379
Direct Fax: +1 213 443 4310
phsiao@kslaw.com

April 1, 2019

Phill Kiddoo
Air Pollution Control Officer
Great Basin Unified Air Pollution Control District
157 Short Street, Suite 6
Bishop, CA 9351

Re: Extention of Contract to Perform Legal Services

Dear Phill:

Pursuant to our discussions, King & Spalding, LLP requests that our contract with the Great Basin Unified Air Pollution Control District ("District") be renewed for District's 2019-2020 fiscal year to include a budget of \$250,000 for SB 270 legal services. My hourly rate for this work is \$850/hour. Thank you again, we are proud and grateful for this opportunity to work with the District.

Sincerely,



Peter Hsiao

AGREED TO AND ACCEPTED:

Great Basin Unified Air Pollution Control District

By: _____

Title: _____

Date: _____

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

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the LEGAL services of COUNTY COUNSEL Of COUNTY OF INYO, hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, 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 JULY 1, 2019 to JUNE 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. District shall pay to Contractor the sum total of THIRTEEN THOUSAND FIVE HUNDRED Dollars and ZERO cents (\$13,500.00) for performance of all of the services and completion of all of the work described in Attachment **A**.

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the District to Contractor for all services and work to be performed under this Agreement shall not exceed THIRTEEN THOUSAND FIVE HUNDRED (\$13,500) Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

SCOPE OF WORK

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

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

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

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the AIR QUALITY MODELING AND HYDROLOGICAL EVALUATION services of RAMBOLL US CORPORATION of LYNNWOOD, WASHINGTON (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, 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 JULY 1, 2019 to JUNE 30, 2020 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 ANN LOGAN, whose title is: DEPUTY AIR POLLUTION CONTROL OFFICER, CHRIS HOWARD whose title is SENIOR RESEARCH AND SYSTEMS ANALYST, or 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.

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: PHILLIP L. KIDDOO, APCO
Address: 157 SHORT STREET
City, State, Zip BISHOP, CA 93514

Contractor:
Name: RAMBOLL US CORPORATION
ATTN: BART BRASHERS
Address: 19020 33RD AVENUE W SUITE 310
City, State, Zip LYNNWOOD, WA 98036

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.

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 2ND DAY OF MAY, 2019.

GREAT BASIN UNIFIED
AIR POLLUTION CONTROL DISTRICT

CONTRACTOR
RAMBOLL US CORPORATION

By: _____

By: Farshad Razmdjoo
PRINT NAME

Dated: _____

Farshad Razmdjoo
SIGNATURE

Dated: 4/09/2019

ATTACHMENT A

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

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

SCOPE OF WORK

Task 1 – Air Quality Modeling Services

The Contractor shall assist the District with the preparation and review of particulate matter air quality modeling and analysis related to emissions and control of PM10 from the lake beds at Owens Lake and Mono Lake. The Contractor may be asked to provide expert testimony. The Contractor's services shall be available for the duration of the contract to perform additional tasks as specified in writing by the District. The Contractor may be asked to work directly with other District contractors or outside agencies in performing assigned tasks. All work as part of this task will be charged based on the Schedule of Fees – Attachment B. The sum to be paid for professional services under this task shall not exceed \$250,000.

Task 2 – Hydrologic Evaluation Services

Task 2a: Owens Lake

Ramboll will provide professional services related to hydrologic evaluation of the Owens Lake area including but not limited to review of materials prepared for or in association with the Groundwater Workgroup of the Owens Lake Master Project. All work as part of this task will be charged based on the Schedule of Fees – Attachment B. The sum to be paid for professional services under Task 2a shall not exceed \$150,000.

Task 2b: Mono Lake

Ramboll will provide professional services related to hydrologic evaluation of the Mono Lake area including review and evaluation of materials for or in association with the refinement and development of a hydrologic model. All work as part of this task will be charged based on the Schedule of Fees – Attachment B. The sum to be paid for professional services under Task 2b shall not exceed \$150,000

ATTACHMENT B

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND RAMBOLL CORPORATION
FOR THE PROVISION OF AIR MODELING AND HYDROLOGICAL EVALUATION SERVICES**

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

SCHEDULE OF FEES:

The Contractor shall be compensated on a time and expense basis in accordance with the following schedule.

Direct expenses: Reimbursed at actual cost.

PRINCIPAL	\$ 260.00 / HOUR
PRINCIPAL CONSULTANT	\$ 260.00 / HOUR
SENIOR MANAGING CONSULTANT	\$ 235.00 / HOUR
MANAGING CONSULTANT	\$ 198.00 / HOUR
SENIOR CONSULTANT 2	\$ 166.00 / HOUR
SENIOR CONSULTANT 1	\$ 151.00 / HOUR
CONSULTANT 3	\$ 131.00 / HOUR
CONSULTANT 2	\$ 110.00 / HOUR
CONSULTANT 1	\$ 95.00 / HOUR
DRAFTSPERSON	\$ 90.00 / HOUR
SUPPORT	\$ 75.00 / HOUR

ATTACHMENT C

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

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

Lodging: Actual cost, not to exceed \$250 per night unless approved by Ann Logan or Chris Howard.

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

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

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

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the ENVIRONMENTAL CONSULTING services of TEAM ENGINEERING AND MANAGEMENT INC. of BISHOP, 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 ANN LOGAN, whose title is: DEPUTY AIR POLLUTION CONTROL OFFICER or GRACE HOLDER, whose title is: SENIOR SCIENTIST. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the District's need for such services. The District makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the District under this Agreement. District by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if District should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, 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 JULY 1, 2019 to JUNE 30, 2020 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 ANN LOGAN, whose title is: DEPUTY AIR POLLUTION CONTROL OFFICER or GRACE HOLDER, whose title is: SENIOR SCIENTIST. Travel and Per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment **C**). District reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the District.

ATTACHMENT A

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

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

SCOPE OF WORK

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

Task 1 – On-Call Environmental Consulting Services

Task 1 consists of work related to environmental compliance monitoring and resource management of the SB270 Program. Work will include participation in meetings and communication with LADWP, review of the adequacy of environmental mitigation and compliance reports submitted to the District by LADWP, and biological and cultural resource surveys and reporting.

The total budget for work in Task 1 shall not exceed \$20,000.

Task 2 – Cultural Resource Task Force

This task consists of technical work and participation in the Cultural Resource Task Force (CRTF). TEAM Engineering and Management, INC will provide archeological and environmental services related to the CRTF including but not limited to: preparation for and participation in CRTF meetings; work associated with Tribal Liaison efforts; conducting vegetation, photo, and other resource monitoring associated with cultural resource areas on Owens Lake; work associated with development of alternative dust control projects for cultural resource areas on Owens Lakes; work associated with developing, preparing, and submitting a nomination of Owens Lake to the National Register of Historic Places and associated management plan; and work associated with review of technical reports and serving as a technical advisor to the District.

The total budget for Task 2 shall not exceed \$200,000.

The sum to be paid for the professional services in Tasks 1 and 2 shall not exceed \$220,000.00.

ATTACHMENT B

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

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

SCHEDULE OF FEES:

Professional Fees

Litigation Support and Expert Witness	Individual Quote
Principal	\$220.00 per hour
Project Manager	\$175.00 per hour
Senior Environmental Scientist	\$145.00 per hour
Biologist/Project Scientist	\$125.00 per hour
Senior Archeologist	\$120.00 per hour
Archeologist/Historian	\$115.00 per hour
Staff Scientist	\$105.00 per hour
Field Technician II	\$95.00 per hour
Field Technician I	\$80.00 per hour
Administrative Support	\$75.00 per hour

Charges

Report Production Costs	Cost plus 15 percent
Necessary Job-Related Expenses (Including Sub-Contractors)	Cost plus 15 percent
Tribal Reimbursement (e.g. Honorarium)	Cost plus 5 percent

ATTACHMENT C

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

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

Lodging: Actual cost, not to exceed \$150 per night without approval of Ann Logan or Grace Holder

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

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

Mileage: IRS Rate

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND WOOD ENVIRONMENT INFRASTRUCTURE SOLUTIONS, INC.
FOR THE PROVISION OF PROJECT MANAGEMENT SERVICES**

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the PROJECT MANAGEMENT services of Wood Environment Infrastructure Solutions, Inc. (Wood) of SAN DIEGO, CALIFORNIA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, 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 JULY 1, 2019 to JUNE 30, 2020 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 Fees (Attachment B). 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 B, or which are incurred by the Contractor without the prior approval of the District.

ATTACHMENT A

AGREEMENT BETWEEN

**GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND WOOD ENVIRONMENT INFRASTRUCTURE SOLUTIONS, INC.
FOR THE PROVISION OF PROJECT MANAGEMENT SERVICES**

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

SCOPE OF WORK

The purpose of the contract is for Wood to support the activities of the Great Basin Unified Air Pollution Control District (District) with the Keeler Dunes Dust Control Project.

Activities under this contract may be conducted over the phone by conference calling, or by field visits, as requested by the District. Activities may include, but not be limited to:

- Assistance with management of project activities, invoice evaluation, and oversight of work conducted by work crew.
- Assistance with the planning, development, and implementation of on-going dust control strategies in the Keeler Dunes, such as additional planting or seeding, or other strategies developed in collaboration with the District.
- Assistance in interpretation of project results, such as from the seeding study, the remote sensing plant establishment monitoring, and other efforts that may be undertaken in the dunes.
- Assistance with the completion of existing components of the project, including but not limited to fill-in of access routes and corridors with straw bales, decommissioning, disposition of pipe and other infrastructure components, and restoration of staging areas.
- Other tasks as requested by the District.

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

Total budget not to exceed \$29,000.00.

ATTACHMENT B

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND WOOD ENVIRONMENT INFRASTRUCTURE SOLUTIONS, INC.
FOR THE PROVISION OF PROJECT MANAGEMENT SERVICES**

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

SCHEDULE OF FEES:

The Contractor shall be compensated on a time and expense basis in accordance with the following schedule.

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

Direct Labor Hourly Rates

Project Manager	\$ 165.00
Biologist	\$ 115.00
Sr. Restoration Ecologist	\$ 135.00
Restoration Ecologist	\$ 125.00
Admin Support 1	\$ 60.00
Admin Support 2	\$ 70.00
Admin Support 3	\$ 80.00
Irrigation System Engineer	\$ 175.00
Admin Support 4	\$ 105.00
Field Technician	\$ 65.00

Direct Labor will be charged at the hourly rate plus 6%

Direct Expenses will be charged at actual costs plus 15%

Mileage will be paid at the Federal standard business rate. For 2018 this rate is 54.5 cents/mile. Miles driven in 2019 will be paid at the Federal standard business rate for 2019. No markup will be charged for mileage.

Travel and Per Diem will be charged at actual cost with no markup. Rates not to exceed without prior approval from Grace Holder.

Lodging	\$175.00/night
Per Diem	\$ 64.00/day

Total Budget Fees and Expenses (including travel and per diem) not to exceed \$29,000.00.



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: May 2, 2019

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Leases and Rental Agreements (FY 2019-2024)

The following lease agreements are due to be renewed after June 30, 2019. The District has secured five-year leases (for Fiscal Years 2019-2020 through 2023-2024) for the following office locations and monitoring sites:

Southern Inyo Healthcare District

FY 2019-2020	\$1,900/year
FY 2020-2021	\$2,000/year
FY 2021-2022	\$2,100/year
FY 2022-2023	\$2,200/year
FY 2023-2024	\$2,300/year
Total 5-year cost:	\$10,500

Simis Ranch Site

FY 2019-2024	\$110/month
Total 5-year cost:	\$6,600

Dukes Site:

FY 2019-2024	\$50/month
Total 5-year cost:	\$3,000

The District also secured a two-year lease for the Keeler office site.

Keeler:

FY 2019-2020	\$750/month
FY 2020-2021	\$760/month
Total 2-year cost	\$18,120

All leases have a 30-day no-cause termination clause.

Fiscal Impact:

The \$12,820 FY 2019-2020 cost represented above is budgeted in the proposed 2019-2020 SB 270 budget on your agenda today. Future years' costs will be budgeted in the appropriate fiscal year.

Board Action:

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



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211

BOARD REPORT

Mtg. Date: May 2, 2019

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Waiver of Consumer Price Index Increase of District Fees for Fiscal Year 2019 - 2020

On May 11, 2017, the Governing Board adopted a policy wherein if the General Fund reserve fund amount exceeds thirty-three (33%) of General Fund annual operating costs (less special funds), then action is to be taken to waive the automatic Consumer Price Index increase for District permit fees each year. The CPI waiver is to be based on the adopted final budget (less special funds) of each year. Provided the proposed District budget on today's agenda is adopted and the current General Fund reserves remain as stated in the budget, the Governing Board may waive the automatic CPI increase for District permit fees during fiscal year 2019-2020 pursuant to the District Reserve Fund Policy adopted May 11, 2017. The proposed General Fund budget for FY 2019-2020 without special funds is \$795,000 and the General Fund Reserve as of January 31, 2019 is \$1,833,297. CPI increase for 2018 was 3.9%.

Fiscal Impact

The fee waiver is already incorporated in the 2019-2020 budget on today's agenda. The foregone CPI increase lowered anticipated General Fund revenue by approximately \$19,000.

Board Action

Staff recommends that the Governing Board waive the automatic Consumer Price Index increase for District permit fees based on the adopted FY 2019-2020 General Fund budget (less special funds) for the 2019-2020 fiscal year and amount of current General Fund Reserve funds.



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: May 2, 2019

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Approve Amendment to California State Association of Counties Excess Insurance Authority Dental Program Memorandum of Understanding

Summary:

The District has been under contract with the California State Association of Counties Excess Insurance Authority (CSAC EIA) Joint Powers Authority (JPA) since 2010 to allow CSAC EIA to contract with Delta Dental on the District's behalf in order to take advantage of lower, pooled premiums. In May of 2018, the CSAC EIA Employee Benefits Committee approved the implementation of a Dental Health Maintenance Organization (DHMO) Program to be offered effective January 2019. CSAC EIA Counsel has determined that an amendment to the EIA Dental Memorandum of Understanding (MOU) is required to implement the change. The updated MOU also has other revisions; all substantive revisions are noted below:

- Previous two membership segments – Pool Member and Self-Insured Member – are now three classifications – Self Insured Segment, Fixed-Rate Preferred Provider Organization (PPO) Pooled Segment, and Fully-insured Dental Health Maintenance Organization (DHMO)
- Governing Committee has been renamed “Program Committee” and the number of members has been set at 9.
- The Program Committee will now be allowed to have full authority to determine addition of new Program segments and/or services, claims review, and amendment of the MOU. The Committee may also delegate any or all of this authority as deemed appropriate.
- The MOU may be amended by a majority vote of the Program Committee upon ninety (90) days advance written notice to the members and county counsels. Each member shall approve of any amendment by signature, and failure to do so will mean the member is deemed to have withdrawn from the Program at the next annual renewal date.

Fiscal Impact:

None.

Consent Agenda (Action) – Approve Amendment to California State Association of Counties Excess Insurance Authority Dental Program Memorandum of Understanding
May 2, 2019 – Agenda Item No. 4e – Page 1

Board Action:

Staff recommends the Board authorize the Air Pollution Control Officer to sign the amendment to the CSAC EIA JPA MOU in order to remain in the Dental Program Pool.

Attachments:

1. Letter from Sidney DiDomenico, Director of Employee Benefits, CSAC EIA
2. Amended Memorandum of Understanding, CSAC EIA Dental Program



IMPORTANT

Date: January 8, 2019

To: Members of the CSAC EIA Dental Program

From: Sidney DiDomenico, Director of Employee Benefits

Subject: Proposed Amendment to the CSCA EIA Dental Program
Memorandum of Understanding (MOU)

On May 17, 2018, the CSAC EIA Employee Benefits Committee, which governs the EIA Dental Program, approved, effective January 1, 2019, the implementation of a Dental Health Maintenance Organization (DHMO) Program segment to be offered through Delta Dental. The EIA Dental MOU was adopted on October 26, 2009 and has never been amended. With the addition of a new dental program segment, it has been determined by EIA Counsel that the EIA Dental Program MOU must be amended to include a definition of the DHMO segment and the requirements for participation. Given the time that has transpired since adoption, the amended MOU not only includes the DHMO update, but also includes updates to the EIA's standard MOU language.

Process:

At the Employee Benefits Committee's direction, the proposed amended Dental MOU is to be distributed to all members of the Program for a 90-day review and comment period. The comment and review period ends on April 3, 2019. All feedback is then reviewed by the Employee Benefits Committee Chair to determine if changes to the MOU are needed. If no changes are needed, the amended MOU will be declared final and will then be distributed to all Dental Program members for execution by July 1, 2019.

Any member who does not execute the amendment will be deemed to have withdrawn from the Program at the member's next renewal date.

If you are not the person who is responsible for MOU execution within your organization, please forward this email to the correct individual. All questions and/or comments on the proposed amended Dental MOU are to be directed to:

Sidney DiDomenico, Director of Employee Benefits
Email: sdidomenico@csac-eia.org - Phone: 916-850-7300

We thank you in advance for your prompt attention to this matter.





MEMORANDUM OF UNDERSTANDING DENTAL PROGRAM

This Memorandum of Understanding (hereinafter Memorandum) is entered into by and between the CSAC Excess Insurance Authority (hereinafter Authority) and the participating members of the Dental Program (hereinafter Members) that are signatories to this Memorandum.

1. **CREATION OF THE PROGRAM.** There is hereby created by this Memorandum the Dental Program (hereinafter Program).
2. **JOINT POWERS AGREEMENT.** Except as otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Joint Powers Agreement Creating the CSAC Excess Insurance Authority (hereinafter Agreement), and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.
3. **PROGRAM COVERAGE SEGMENTS.** The Program is formed for the purpose of establishing dental coverage under the following Program coverage segments:
 - a. Self-Insured Segment
 - b. Fixed-Rate Preferred Provider Organization (PPO) Pooled Segment
 - c. Fully-Insured Dental Health Maintenance Organization (DHMO) Segment
4. **PROGRAM COMMITTEE.** The Employee Benefits Committee (hereinafter Committee) shall consist of nine (9) members. Except as otherwise provided herein, said Committee shall have full authority to determine all matters affecting the Program and its Members, including but not limited to, approval of new Members, premium/rate setting, addition of new Program segments and/or services, claims review, and amending the Memorandum. A majority of members of the Committee must be Members of the Program.

A majority of the members of the Committee shall constitute a quorum for the transaction of business. All actions of the Committee shall require the affirmative vote of a majority of the members of the Committee.

Except as otherwise provided herein, the Committee shall be authorized to do such acts as are reasonably necessary to further the purposes of this Memorandum and implement its provisions. The Committee may delegate any or all of this authority as deemed appropriate.

The Committee, when necessary to fulfill the purposes of this Memorandum, shall meet at the call of the Chair of the Committee as provided in Article 12 of the

Agreement and Article VI of the Bylaws of the Authority (hereinafter referred to as the Bylaws). Any meeting of the Committee shall be subject to the applicable provisions of Government Code 54950 et seq., commonly known as the Brown Act.

5. **PREMIUM.** Participating Member rates/premiums shall be established by Delta Dental of California (hereinafter Delta Dental) in consultation with the Program underwriters, actuaries, and the Committee. The participating Members, in accordance with the Program premium provisions of Article 14 of the Agreement, shall be assessed an annual premium for the purpose of funding the Program in which they participate. Premiums will vary based on Member segment participation, benefit plan coverage, Member employee/retiree participation, and claims experience.
6. **MEMBERSHIP.** Membership in the Program consists of participation in one or more of the following:
 - a. A Self-Insured Member is defined as a Member who participates in the group purchase Program for administrative services only and is fully responsible for their own dental Program; and/or
 - b. A Fixed-Rate PPO Member is defined as a Member who joins the Program and is part of the self-insured Fixed-Rate PPO pool; and/or
 - c. A Fully-Insured DHMO Member is defined as a Member who joins the Program and is part of the fully insured DHMO pool.
7. **PROGRAM PARTICIPATION.** Adoption of this Memorandum by a Member allows for participation in the Program. Participation in the Program may be in one or more of the following segments; the Self-Insured Pool, the Fixed-Rate PPO Pool, and/or the DHMO pool. A Member shall be entitled to participate in the Program until they have withdrawn in accordance with the provisions of paragraph 16 of this Memorandum.
8. **RENEWALS.** All Program renewal rate action will be approved by the Committee with assistance from Program underwriters, actuaries, and Delta Dental. Fixed-Rate PPO Pool Members that have Legacy Premium Stabilization Funds (see paragraph 10.a.) may use those funds to offset renewal rate increases.
9. **BILLINGS AND LATE PAYMENTS.** Billing dates, payment due dates, and any late fees and/or penalties will be set by the Committee. All Members will receive separate notification of any changes in due dates and/or penalty fees at least thirty (30) days prior to the effective date of any such change.

Notwithstanding any other provisions to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the

Committee, any Member that fails to pay an invoice when due and as billed may be given a ten (10) day written notice of cancellation.

10. **PREMIUM STABILIZATION FUNDS.** Premium Stabilization Funds as set forth apply only to Fixed-Rate PPO segment Members.
 - a. Legacy Premium Stabilization Fund. Delta Dental Members who are fully insured with Delta Dental are required to have their stabilization funds (if any) transferred to the EIA upon entry into the Fixed-Rate PPO Program segment. These funds will be accounted for individually for the Member's use. The Member may use their Legacy Premium Stabilization Funds to buy down their renewal or request a full disbursement from the Authority. If the Member leaves the Program with a fund balance remaining, those funds remain in the Program and the Member has no equity rights to those funds
 - b. Program Premium Stabilization Fund. The Program Stabilization Fund shall consist of accumulated excess reserves (in excess of the required Incurred But Not Reported (IBNR) and Claims Fluctuation Margin (CFM) requirements) generated by the Program with all years combined on a go forward basis. The Committee shall have authority to determine the use of these funds. These funds are not Member specific and they are separate from the Legacy Premium Stabilization Funds.
11. **STABILIZATION INTEREST.** Interest generated by both premium stabilization funds are available for the Committee to use for any purpose, including administrative fees, rate offsets, or claim payments.
12. **DIVIDENDS AND ASSESSMENTS (Applicable to Fixed-Rate PPO Members Only).** Should the Fixed-Rate PPO Program segment not be adequately funded for any reason, pro-rata assessments to the Members may be utilized to ensure the approved funding level for applicable policy periods. Any assessments, which are deemed necessary to ensure approved funding levels, shall be made upon the approval of the Committee in accordance with the following:
 - a. Any dividends or assessments shall be based upon the preceding three (3) years of percentage of contributions for losses for Fixed-Rate PPO Pooled Members only.
 - b. Self-Insured and DHMO segments are not eligible for dividends or assessments.
13. **APPROVAL OF NEW MEMBERS – APPLICATION TO THE PROGRAM.** Any public entity wishing to become a Member of the Program shall make application to and be approved by a majority vote of the Committee in a manner prescribed by them. The Committee has developed underwriting guidelines that outline

specific criteria for accepting new Members. Program underwriting guidelines are available by request to the Authority.

14. **COVERAGE DOCUMENTS.** Coverage documents shall be issued by Delta Dental to each individual Member. Coverage shall be governed in accordance with these documents. Any changes to the benefits, as determined by the Member, are subject to Delta Dental, Committee, actuarial, and/or other consultants pricing requirements.
15. **CLAIMS ADMINISTRATION.** The Committee shall authorize the retention of the services of Delta Dental to provide claims services for the Program.
16. **WITHDRAWAL.** Withdrawal of a Member from the Program shall be as follows:
 - a. Fixed-Rate PPO and DHMO Pool Members. After becoming a participant in the Program, a Fixed-Rate PPO and/or DHMO Pool Member may withdraw from the Program at the end of a policy year only if they provide the Authority with sixty (60) days written notice prior to the end of the policy year.
 - b. Self-Insured Member. After becoming a participant in the Program, a Self-Insured Member may withdraw from the Program at the end of their specific policy year by giving the Authority sixty (60) days written notice prior to the end of their specific policy year.
17. **LIASION WITH THE AUTHORITY.** Each Member shall maintain staff to act as a liaison with the Authority and Delta Dental and between the Member and the Authority s and Delta Dental s designated representative.
18. **RESOLUTION OF DISPUTES.** The Committee shall first determine any question or dispute with respect to the rights and obligations of the parties to this Memorandum; however, all final determinations shall be in accordance with Article 31 of the Agreement.
19. **ADMINISTRATION COSTS.** The Authority shall be entitled to assess annual administration costs associated with the Program. Administrative costs for the Program shall be determined through the Authority s budget process. The source of the funds for the Program will be administrative charges, interest earnings, or a combination of both.
20. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.

21. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
22. **AMENDMENT OF MEMORANDUM.** This Memorandum may be amended by a majority vote of the Committee upon ninety (90) days advance written notice of the proposed amendments to the Members and county counsels. Each Member shall approve of any amendment by signature on the Memorandum by a Member's designated representative, or alternate, who shall have authority to execute this Memorandum. Should a Member of the Program fail to execute any amendment to this Memorandum within the time provided by the Committee, the Member will be deemed to have withdrawn from the Program on the next annual renewal date.
23. **EFFECTIVE DATE OF AGREEMENT.** This Memorandum shall become effective on the first effective date of coverage for the Member, or upon approval by the Employee Benefits Committee of any amendment, whichever is later.
24. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed the Memorandum as of the date set forth below.

Dated: 4/9/19



CSAC Excess Insurance Authority
Michael D. Fleming, Chief Executive Officer

Dated:

Name (printed)

Signature

Member Entity



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: May 2, 2019

To: District Governing Board

From: Patricia Gilpin, Fiscal Services Technician

Subject: Appropriation Changes, Year End Transfer Authority, and Carryovers

Summary:

In preparation for the end of our fiscal year, it is necessary to ask the Board to grant the Air Pollution Control Officer the authority to make transfers and revisions with respect to appropriations approved in the budgets. These changes will occur during June and July so that enough monies are appropriated to all expense accounts in the budget at year-end. All budget transfers and revisions made under this authority will be reported to the Board at the next regular meeting after July.

It might also be necessary to carryover unused funds appropriated for specific spending in the 2018-2019 fiscal year to the 2019-2020 fiscal year. Some of these expenditures are in process, but billing will not be received until after the new fiscal year. We also have consulting and service contracts that will need to be carried over to the 2019-2020 year, as final work and billings will not be completed in the current fiscal year. All carryover funds authorized under this authority will be reported to the Board at the next regular meeting after July.

Fiscal Impact:

Transfers and revisions have no financial impact. Carryovers will allow the funds already appropriated but unspent, to follow the expenses into next fiscal year.

Board Action:

Staff recommends that the Governing Board grant the Air Pollution Control Officer the authority to:

1. Make transfers and revisions with respect to appropriations approved in the budget during the month of June and July 2019 for the fiscal year end.
2. Carry over appropriated funds for incomplete purchases from the 2018-2019 fiscal year to the 2019-2020 fiscal year.

All transfers, revisions and carryovers will be reported to the Board at the next regular Board meeting after July 2019.



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: May 2, 2019

To: Governing Board

From: Chris Lanane, Air Monitoring Specialist

Subject: Approval of Annual Sole Source Determinations

Summary

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

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

Materials and Equipment

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

Consent Agenda (Action) – Approval of Annual Sole Source Determinations
May 2, 2019 – Agenda Item No. 4g – Page 1

AirVision. The District currently operates 8872s at two complex sites, White Mountain Research Center/NCORE and Keeler. The 8872 has been invaluable in collecting data and in controlling onsite calibration systems. District staff requests that the Board consider Agilaire as a sole source provider of data acquisition systems and data management systems for the District.

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

American Honda Motor Company for All-terrain Vehicles – Since the mid-1980s the District has used Honda FourTrax all-terrain vehicles (ATVs) to work on Owens Lake. We currently have a fleet of eight Honda ATVs. We believe that the Hondas are the only ATVs designed for the rugged conditions we encounter at Owens Lake. They are 4-wheel drive and have sealed brakes, enabling them to traverse muddy areas without losing traction and less prone to problems resulting from mud and water intrusion into the braking system. We have a good inventory of maintenance parts and the parts are readily available from local dealers. Additionally, District staff has experience servicing the vehicles. It is important that when employees are working alone on remote and poorly accessible areas of Owens Lake they have a safe, reliable vehicle that they can count on. District staff recommends that the Board consider American Honda Motor Company as a sole-source provider of ATVs for the District.

APC by Schneider Electric for Uninterruptible Power Supplies

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

Apple, Inc., for Computers and Tablets – Over the past few years, staff has procured Apple iPads that, in many ways, have streamlined the way certain activities are conducted on a daily basis at the District. For example, the iPads have become a valuable tool for electronically documenting monitoring activities conducted by technicians at the District's monitoring stations. Gathering this

information electronically streamlines the data validation process and can enable a faster turnaround for validation, since the electronic documentation is immediately uploaded to the District's servers and can then be used to address data questions on the fly by the data processing personnel. Utilization of these tools has enabled staff to operate more efficiently and will continue to do so well into the future. In order to ensure compatibility among all District users and systems, staff recommends the Board consider Apple, Inc. as a sole-source provider of special-use computers and tablets for the District.

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

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

Chinook Engineering Division of Intermountain Laboratories, Inc., for Flow Measuring Device Calibration and Certification Services – The District has utilized the Streamline Flow Transfer Standards (FTS), manufactured by Chinook Engineering, for the routine calibration and verification of the flow rates through the Partisol filter-based particulate monitors and the TEOM continuous particulate monitors (both from Thermo Environmental, formerly from Rupprecht & Patashnick) for over twenty years. The flow standards are also now used for routine calibration and verification of the Teledyne-API T640X PM10/PM2.5 monitors. These flow standards are very robust and have provided reliable and defensible measurements of monitor flow rates. They have proven to be a significant component of the District's quality control/quality assurance program and of the overall defensibility of the District's PM10 dataset. The District currently has eight (8) of these flow

Consent Agenda (Action) – Approval of Annual Sole Source Determinations
May 2, 2019 – Agenda Item No. 4g – Page 3

standards: one distributed to each of the District's six technicians and specialists operating monitoring stations, one for the District auditor's use, and one backup standard. These flow devices must be certified annually against a National Institute of Standards (NIST) primary or transfer standard per EPA regulation (Title 40 Code of Federal Regulations, Part 50, Appendix J, Section 7.3 and Appendix L, Sections 9.1.2, 9.2.2). Chinook Engineering has provided these services to the District effectively and efficiently over the past twenty years. The District staff requests the Board continue that relationship and consider Chinook Engineering Division of Inter-Mountain Laboratories, Inc., as a sole-source provider of flow standard calibration and certification services to the District.

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

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

The District initially purchased one Draganfly UAV after much research into these devices. The Draganfly is not just another UAV but is part of a sophisticated comprehensive system that can follow a program based on user input, e.g. coordinates of area to be covered, resolution of photos to be taken, and then automatically fly the user-defined coverage. The UAV can send the data in realtime from the camera to the user at the base station. Software provided by the manufacturer will then stitch the photos together and provide a comprehensive coverage of the area of interest. A system of this caliber is needed in order to accurately assess the compliance of the existing BACM mitigation measures that are in place as well as those measures that the LADWP and the District have agreed can be put in place, e.g. tillage with BACM backup (TWB2), brine, and vegetation cover as well. Additionally, this UAV comes with a five-band infrared sensor that allows the accurate mapping of vegetative cover. This system not only collects the data, but also performs all of the post-processing of the data collected, stitching the photos together for one seamless geo-referenced image or digital elevation model. At this point, no other UAV manufacturer offers such a comprehensive and user-friendly system. Because of the integrated systems offered by Draganfly and their superior UAVs, comprehensive data systems, and useful add-on equipment, the District has purchased two more UAVs for use on Owens Lake. District staff recommends the Board consider Draganfly Innovations, Inc., as a sole-source provider of unmanned aerial vehicles and associated systems.

EKTO Manufacturing for Monitoring Shelters –The District has fifteen (15) EKTO walk-in shelters and six (6) outdoor enclosures in the monitoring network. EKTO is the only shelter manufacturer that wraps the shelter with metal on all six sides. Other materials allow rodents to get into the shelter and, with the potential threat of Hantavirus throughout the District, could put employees at risk. A specially designed trailer was purchased with the Dirty Socks shelter in 2003 that allows staff to easily tow any EKTO shelter from place to place with District vehicles. This trailer is configured to fit only EKTO shelters. In light of the fact the shelters can be easily moved from place to place and the aforementioned feature of the shelters being entirely sheathed in metal, it

is the staff's recommendation that the Board make EKTO Manufacturing the sole-source provider of monitoring shelters for the District.

EOS Positioning Systems and Eclipse Mapping and GIS for GIS Mapping and Surveying

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

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

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

Mesa Labs for Flow Measuring Device Calibration and Certification Services

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

Sensit Inc., for Sand Motion Monitoring Equipment - In order to quantify fugitive dust emissions at Owens and Mono Lakes, the District uses a specialized electronic device that measures blowing soil particles that come off the lakebeds. These devices are known as "Sensits™" and count the sand grains that impact a crystal ring mounted in a rod placed a few inches above the soil surface. The devices have been invaluable in District research and monitoring at Owens Lake and Mono Lake. There are currently over 100 units in operation and only one company, Sensit Inc., makes the device. No other manufacturer makes anything even resembling this instrument. Therefore, because Sensit Inc. is the sole source of Sensits, staff requests that the Board consider the Sensit Inc. as the sole source provider of electronic sand motion monitoring devices.

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

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

Thermo Environmental Instruments Division of Thermo Fisher Scientific (formerly Rupprecht & Patashnick, Inc.) for Tapered Element Oscillating Microbalance (TEOM) PM Monitors – The Thermo (Rupprecht & Patashnick) TEOM PM monitors have been used in the District since 1992. The TEOM PM₁₀ monitor is an approved EPA equivalent method monitor for PM₁₀. The TEOM PM_{2.5} monitor with the accompanying filter dynamics measurement system (FDMS) is an EPA-approved equivalent method monitor for PM_{2.5}. The TEOMs have proven to be reliable continuous monitors and have minimal maintenance requirements. These monitors provide a continuous measurement of PM and have been utilized effectively in the District's particulate health alert system. The TEOMs have also proven to be an invaluable resource in measuring dust episodes near Owens Lake especially for the dust source identification (Dust ID) program. Currently, the only producer of TEOM monitors is Thermo Fisher Scientific. District staff requests that the Board consider Thermo Fisher Scientific as a sole-source provider of TEOM monitors.

Thermo Environmental Instruments (formerly Rupprecht & Patashnick, Inc.) for Partisol PM Monitors - The Partisol is a filter-based sampler for particulate matter. The District currently has six Partisol samplers in operation. These samplers have been reliable and have required minimal maintenance. Rupprecht & Patashnick, Inc. had the foresight to have the Partisol approved as an EPA reference method monitor for both PM₁₀ and PM_{2.5}, thereby allowing the District to monitor for either particle-size cut with the same monitor, only requiring a change in the inlet, resulting in a significant cost savings. The District has not found any other filter-based samplers that require as little maintenance as the Partisols or are as reliable as the Partisols. District staff requests that the Board consider Thermo Fisher Scientific (formerly Rupprecht & Patashnick, Inc.), as a sole-source provider of filter-based PM monitors for the District.

Professional Services

Desert Research Institute (DRI) for Professional Services

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

Mr. Peter Hsiao, esq., King & Spalding, LLP

Peter Hsiao, at King & Spalding, has been providing legal services to the District specific to environmental issues surrounding Owens Lake and Mono Lake. Mr. Hsiao is the only outside legal counsel with prior continuous expertise in California Health & Safety Code Section 42316, and the many prior agreements between the LADWP and the District. Mr. Hsiao has worked extensively with the District since 1998 (20 years). Mr. Hsiao, specifically, has worked on cases for the District for that entire time-period. Mr. Hsiao's knowledge and professional legal services on a vast number of Owens Lake issues, including federal and state air pollution law, the Clean Air Act, HSC Section 42316, and the California Environmental Quality Act, have been invaluable in helping to develop the necessary agreements, language and documentation to control the air pollution due to the LADWP's water diversions from Owens Lake. Mr. Hsiao's legal expertise on environmental issues regarding Owens Lake and Mono Lake is unparalleled and, as evidenced most recently by his articulate defense of the District's during the California Superior Court force majeure hearing as result of the City of Los Angeles Department of Water and Power court motion filing in February 2018. Mr. Hsiao, on behalf of the District, has prevailed in all legal disputes and litigation with the City to date. There is a substantial history of successful defense resulting in decisions in favor of the District including the dismissal of two City lawsuits against the District and the ruling from CARB rejecting all of the City's arguments to appeal the reasonableness and validity of the 2011 SCRD.

Mr. Hsiao's depth of knowledge and intimate understanding of the District and of the legal issues surrounding the Owens Lake and Mono Lake environmental concerns makes him and his firm an invaluable asset to the District. Mr. Hsiao is uniquely qualified to provide legal advice on these matters. Mr. Hsiao has developed experience with the District that is unmatched by any other law firm, and there would be substantial increase in costs to the District to replace him and his firm with other counsel who would lack the base of knowledge and expertise to effectively represent the District. Staff recommends that Mr. Peter Hsiao of King & Spalding, LLP be determined to be a sole-source provider of legal services to the District.

Ramboll Group for Air Quality Modeling and Hydrologic Analysis Services

The District has retained the services of the Mr. Ken Richmond and his team at Ramboll Group to conduct Owens Lake and Mono Lake air quality modeling. Mr. Richmond has worked on District projects since the 1990's and for a number of consulting firms over the years and now works for Ramboll Group, a large multinational engineering, design and consultancy company. Mr. Richmond and his team have been invaluable in assisting the District with the development of the dust monitoring and modeling program at Owens Lake and Mono Lake. Mr. Richmond and his team at Ramboll assist the District with the preparation and review of particulate matter air quality modeling at Owens Lake and Mono Lake and they perform air quality model-related investigations needed to support the Owens and Mono Lake PM10 State Implementation Plans. Mr. Richmond has recently transitioned into retirement and has transferred all duties and responsibilities to Dr. Bart Brashers and Dr. Maria Zatko, also of Ramboll. Dr. Brashers has a long history of working on air quality modeling in the Eastern Sierra, dating back to 2001. Mr. Richmond is still available on an as needed basis. Air quality modeling is used to help identify areas that cause or contribute to air quality violations at Owens Lake and Mono Lake and is required as part of the Dust ID Program to perform refined air quality model analyses to investigate issues of special interest; e.g. review and analysis of results from the LADWP's BACM tillage dust control study at Owens Lake; and their hydrologic services

will also be used to assist the District in the analysis of LADWP's planned groundwater work at Owens Lake. Additionally, due to concerns about the number of continued exceedances on the Federal PM10 standard at Mono Lake and concerns that the lake level is not going to rise to submerge the exposed lake bed source areas, the Science and Research Division will be working with other agencies and interested parties on potentially updating and refining the previous lake level model in advance of the upcoming State Water Resource Control Board Hearing.

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

- Mr. Richmond first worked with the District in 1991 to model windblown dust at Mono Lake through a competitive bid awarded to TRC Environmental Corp. (contract later awarded to McCulley, Frick & Gilman, Inc. (MFG) when Mr. Richmond and his team left TRC). The Mono Lake PM10 model was used to support the 1995 Mono Basin PM10 SIP and to set the Mono Lake level at 6,391 feet to demonstrate compliance with the federal PM10 standard.
- The District retained the services of Mr. Richmond and his team at MFG to perform air quality modeling at Owens Lake in 1995. The air quality model was used to support the federally approved 1998 PM10 SIP for the Owens Valley. In an effort to improve PM10 modeling at Owens Lake to account for the unique nature of windblown dust emissions and downwind impacts, Mr. Richmond assisted the District in creating the Owens Lake Dust ID modeling program in 1999. Mr. Richmond and his team continued working with the District through contracts issued to Geomatrix, Inc., ENVIRON International Corp., and now through Ramboll Group.
- In 2018-2019, Mr. Richmond transitioned into retirement from Ramboll and transitioned all duties to his colleagues at Ramboll. Mr. Richmond proactively trained two fellow Ramboll Air Quality Scientists on the methods and techniques of modeling Owens and Mono Lakes. The two scientists, Dr. Bart Brashers and Dr. Maria Zatko, are highly qualified and are now the lead modelers for the District. Dr. Brashers is very familiar with District modeling, having worked as a member of Mr. Richmond's team and directly with the District for nearly two decades.

Ms. Carla Scheidlinger, Wood Environment & Infrastructure Solutions, Inc. (formerly AMEC Foster Wheeler) for Project Management of the Keeler Dunes and Other Project(s)

Reasons for recommending a sole-source determination and retaining the services of Wood Environment & Infrastructure Solutions, Inc. (Wood) (formerly AMEC Foster Wheeler) for project management services include: the Senior Restoration Manager's (Ms. Carla Scheidlinger) previous experience with native plant establishment in the Owens Lake area and within the Owens Valley including the Keeler Dunes; Wood's previous experience in the successful completion of similar environmental restoration projects involving large-scale establishment of native plants in desert environments; and the capability of Wood to bring in resources and personnel, as needed, with the

Consent Agenda (Action) – Approval of Annual Sole Source Determinations

May 2, 2019 – Agenda Item No. 4g – Page 9

specific experience and knowledge necessary to conduct the work quickly and efficiently. Ms. Scheidlinger has assisted the District with the Keeler Dunes project since Dec 2013 including the development of the project design, review of the Environmental Impact Report (EIR) and Environmental Assessment (EA), and oversight of the project construction. This knowledge and experience are invaluable to successful completion of the Keeler Dunes project. Staff recommends the Board consider Ms. Carla Scheidlinger of Wood Environment & Infrastructure Solutions, Inc. as a sole-source provider of project management services for the District.

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

Over the last eighteen years of dust control implementation at Owens Lake there have been multiple Settlement Agreements, court judgments, SIPs and Environmental Impact Reports (EIRs). Each of these has a unique set of conditions and requirements that need to be met. For several years, Sapphos Environmental Inc., assisted the District in tracking the environmental compliance requirements for these activities, however, for multiple reasons, in 2015 the District decided to go through a formal bid process for the remaining required work. Through that process the District selected TEAM Engineering & Management, Inc., of Bishop, CA, due to their local presence, overall cost, and the services that they could provide.

Now that TEAM has been working for the District for the past three years, they have gained detailed knowledge and understanding of the complex set of requirements for the dust control program and are working on developing an improved method for tracking compliance. TEAM has also provided invaluable archaeological services to the District over the past four years associated with the Cultural Resource Task Force (CRTF) and the Phase 9/10 project construction. The archaeologist for TEAM has intimate knowledge of the cultural resources on the lakebed and has earned the respect of the local Tribes and other member organizations of the CRTF. The District has been pleased with the effort, quality of work, and reasonable costs associated with TEAM's efforts and would like to continue to work with them in FY 2019-20 both for environmental compliance tracking as well as archaeological consulting services. Staff recommends the Board consider TEAM Engineering & Management, Inc. as a sole-source provider of environmental consulting and archaeological services.

Fiscal Impact:

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

Board Action:

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

- Agilaire, LLC, for data management systems and data acquisition systems
- AlumaTower Inc. for meteorological towers
- American Honda Motor Company for all-terrain vehicles

Consent Agenda (Action) – Approval of Annual Sole Source Determinations
May 2, 2019 – Agenda Item No. 4g – Page 10

- APC by Schneider Electric for Uninterruptible Power Supplies
- Apple, Inc., for computers and tablets
- Campbell Scientific, Inc./Western Weather Group for data loggers and telemetry equipment
- Campbell Scientific, Inc./R. M. Young Co./Western Weather Group/NRG Systems for meteorological equipment
- Chinook Engineering Division of Inter-Mountain Laboratories, Inc., for flow standard calibration and certification services
- Dell Computer, Inc. for personal computers
- Draganfly Innovations, Inc., for unmanned aerial vehicles and monitoring systems
- EKTO Manufacturing for monitoring shelters
- EOS Positioning Systems and Eclipse Mapping and GIS for GIS mapping and surveying systems
- ESRI for GIS for ArcGIS and other GIS software
- Greenhart Farms for plants and plant-related material
- Mesa Labs (formerly BGI, Inc., BIOS, Inc.), for flow-rate measuring device calibration and certification
- Sensit, Inc. (formerly The Sensit Company) for electronic sand motion monitoring devices
- Sierra Wireless and Industrial Networking Solutions for cellular modems and telemetry equipment
- Teledyne-API, Inc., Clipper Controls, Inc., for continuous particulate matter monitors
- Thermo Fisher Scientific for TEOM and Partisol PM monitors
- Desert Research Institute for professional services
- Mr. Peter Hsiao, esq., King & Spalding, LLP, for legal services
- Ramboll Group for air quality modeling and hydrological analysis services
- Ms. Carla Scheidlinger, Wood Environment & Infrastructure Solutions, Inc. (formerly AMEC Foster Wheeler) for project management of the Keeler Dunes and other project(s)
- TEAM Engineering & Management, Inc., for Environmental Consulting and Archaeological Services



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

BOARD REPORT

Mtg. Date: May 2, 2019

To: District Governing Board

From: Ann Logan, Deputy Air Pollution Control Officer

Subject: Acceptance of the Assembly Bill 617 Community Air Protection Program Grant from the California Air Resources Board in the Amount of \$36,994

Summary:

The District has been approved for a grant under the Assembly Bill (AB) 617 Community Air Protection Program in the amount of \$36,994.00 for the period February 1, 2019 through April 1, 2021. This is the second round of funding under AB617. In May 2018, the District entered in a grant agreement for \$5,618. The funds under the AB617 grant are to be used for selection of locations, deployment of community air monitoring systems, deployment of fence-line monitoring, development of an expedited schedule for requiring best available retrofit control technology, and/or development of Community Emissions Reduction Programs.

Fiscal Impact:

Acceptance of this grant will increase General Fund revenues by \$36,994.

Board Action:

Staff recommends the Board accept the grant and authorize the APCO to sign the grant documents.

Attachment:

1. Community Air Protection Program Grant Agreement

Consent Agenda (Action) – Acceptance of the Assembly Bill 617 Community Air Protection Program Grant from the California Air Resources Board in the Amount of \$36,994.00

May 2, 2019 – Agenda Item No. 4h – Page 1

**California Air Resources Board (CARB)
Community Air Protection Program
GRANT AGREEMENT
Fiscal Year 2018-2019**

Grant Provisions:

1. **Community Air Protection Program:** This Grant Award provides funding to implement the Community Air Protection Program consistent with the goals of Assembly Bill 617 (Chapter 136, Statutes of 2017). Funds for implementation pursuant to Assembly Bill 617 may support selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for requiring best available retrofit control technology, and developing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process, determining the proportional contribution of sources to air pollution exposure, developing rules, staff support, collecting data and reporting and other related tasks. For those air districts with communities selected by the CARB Board pursuant to Assembly Bill 617, these funds must be prioritized to support the required development and implementation of their Community Emissions Reduction Program(s) and/or Community Monitoring Plan(s).
2. **Reporting:**
 - A. **Annual Reports:** Grantee must submit annual reports to CARB beginning one year after full grant execution and continue annually through the end of the grant term, or until all funds have been liquidated. Reports, at a minimum, must include:
 - i. Report number, title, name of Grantee, date of submission, and grant number;
 - ii. Report costs associated with specific tasks (for example: identifying location for monitoring, deploying community air monitoring systems, fence-line monitoring, reporting emissions, developing a community emissions reduction program, establishing best available retrofit control technology requirements, adopting an expedited schedule for the implementation of best available retrofit control technology, community meetings or other Community Air Protection implementation efforts and outreach). Information for outreach events must include the date, location, topics, and number of attendees, for each event.
 - iii. Report how grant is being utilized to meet the goals of Assembly Bill 617. If applicable, include emission reductions being achieved.
 - iv. Summary of work completed and in progress since the last progress report;
 - v. Grant funds remaining and expended; and
 - vi. Expenditure summary showing all Community Air Protection Program Implementation Funds for which reimbursement is being requested.
 - B. **Final Report:** Grantee must submit a Final Report to CARB by April 1, 2021 or upon request for disbursement of all remaining funds, whichever is earlier. At a minimum, the Final Report must include all required information contained in the annual report, as well as an accounting summary of funds expended and a summary of how the goals of the program have been achieved.

Reports may be submitted electronically to CARB Community Air Protection Program Liaison, Ms. Andrea Juarez, at andrea.juarez@arb.ca.gov or Program designee.

3. Program Funding:

A. Advance Payment:

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
 - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
 - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
 - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
 - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
 - v. CARB shall consider the available fund balance when determining the amount of the advance payment.
 - vi. Reports to CARB any material changes to the spending plan within 30 days.
 - vii. Agrees to not provide advance payment to any other entity.
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

Exhibit A

- g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- h. The grantee assumes legal and financial risk of the advance payment.
- i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
- j. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section 2 Reporting of this grant agreement.
- k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on June 30, 2021 or the reversion date of the appropriation.

B. Grant Disbursements:

- i. CARB will release any disbursements from the total Grant award after the Grantee submits the following to CARB:
 - 1. A fully executed Grant Agreement Cover Sheet; and
 - 2. Grant Disbursement Request Form included as Attachment 2.
The Grantee must include an attachment to this form that documents expenditures for the implementation of the Community Air Protection Program. At a minimum, the attachment must provide information on expenditures, such costs include, selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for best available control technology and best available retrofit control technology considering the highest priority locations, and developing Community Emissions Reduction Programs which includes but is not limited to developing rules, hiring staff, collecting data, convening community steering committees, community outreach, and reporting.
 - 3. The Grantee must mail completed Grant Disbursement Requests to the CARB Community Air Protection Program Liaison,
Ms. Andrea Juarez, or Program designee. Correspondence regarding this grant agreement shall be directed to:

Ms. Andrea Juarez
California Air Resources Board
Office of Community Air Protection
9480 Telstar Avenue, Number 4
El Monte, California 91731

Exhibit A

Grant payments are subject to CARB's approval of Annual Reports.

- ii. No reimbursement will be made for expenses that, in the judgment of the Director of the Office of Community Air Protection or designee, are not reasonable or do not comply with the Grant Agreement.
- iii. Any disbursement will take into consideration whether an advance payment had been received.

C. **Earned Interest, Returned and Recaptured funds:** "Earned interest" means any interest generated from Program funds provided to the Grantee and held in an interest-bearing account. The Grantee shall reinvest all earned interest on Community Air Protection Program Implementation Funds into the program. "Returned funds" or "Recaptured funds" are funds provided under this Grant Award that are expended by the Grantee but subsequently returned to the Grantee either voluntarily or through enforcement action. All such funds must be reinvested in the implementation of the Community Air Protection Program.

- i. Such funds must be reported to CARB.
- ii. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on program, as follows:
 - 1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method;
 - 2. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned program funds;
 - 3. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs; and
- iii. Such funds must be fully liquidated or returned to CARB by completion of the program or by June 30, 2021, whichever comes first. Grantee shall report all such funds to CARB annually until complete liquidation or return of funds or June 30, 2021, whichever comes first.
- iv. Documentation of expenditure made on those funds or returned to CARB must be:
 - 1. Retained for a minimum of three years after it is generated; and
 - 2. Provided to CARB in Annual Reports and Final Report.

4. **Grant Amendment:** Grantee recognizes that CARB continues to implement AB 617, including through the implementation of the Community Air Protection Program Blueprint (Blueprint). Grantee agrees that grant funds may not be used for purposes or activities contrary to the Blueprint. Grantee agrees that this grant agreement may be amended, upon mutual agreement of the parties, to reflect any additional terms needed to ensure consistency with the Blueprint.

General Terms and Conditions:

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
3. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.
4. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
6. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
7. **Confidentiality:** No record which has been designated as confidential by CARB shall be disclosed by the Grantee. If CARB opts to maintain the confidentiality of a document, and the entity requesting the records seeks a judicial ruling challenging that determination, CARB will defend the action at its own expense, including any requirement to pay attorney fees and court costs.
8. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
9. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
10. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the

State.

11. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement.
12. **Force majeure:** Neither CARB nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
13. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
14. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work funded by this Grant Agreement, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
15. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
16. **Independent contractor:** The Grantee, and its agents and employees, if any, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
17. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

18. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
19. **Personally Identifiable Information:** Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee must safeguard all such information or data which comes into their possession under this agreement in perpetuity, and must not release or publish any such information, data, or financing assistance records.
20. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
21. **Professionals:** For programs involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
22. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
23. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement Cover Sheet accepting Community Air Protection Funds for Fiscal Year 2018-2019 by May 1, 2019.
24. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.
25. **Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete expenditure of funds to implement the Community Air Protection Program in an expeditious manner.
26. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
27. **Disbursement Deadline:** The Fiscal Year 2018-2019 Community Air Protection Program Funds specified in this Grant Agreement must be encumbered or expended by June 30, 2019. Grant disbursement requests must be submitted by the Grantee to CARB no later than April 1, 2021 to ensure adequate time for processing prior to the end of the fiscal year. The Community Air Protection Program Fund Grant Disbursement Request Form and Advance Payment Request Form are incorporated as part of this grant agreement.

28. **Liquidation and Return of Funds:** Funds not liquidated by June 30, 2021 must be returned by September 28, 2021. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

Office of Community Air Protection
Exhibit A, Attachment 2
COMMUNITY AIR PROTECTION PROGRAM
GRANT DISBURSEMENT REQUEST FORM

General Information				
Grantee Name			Grant Number	
Contact Person			Amendment #	
Mailing Address			Fiscal Year	
Phone Number			Disbursement #	
FAX Number				
Disbursement Request				
	Grant Amount	Total Previous Disbursement	This Request	Remaining Balance
Program Funds				

☐ Documentation attached for disbursement justification:

Attachments: _____

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

Authorized Official

Print Name

Title

Signature

Date

FOR STATE USE ONLY

Date Request Received by CARB: _____

Date to Accounting: _____

Date to SCO: _____

CARB Project Liaison Approval

Print Name

Signature

Date

Grant Manager Approval

Print Name

Signature

Date

**Financial Operations Branch
Approval**

Print Name

Signature

Date

Total Disbursement:

Fund:

PCA:

Exhibit A, Attachment 1

Air District Advance Payment Request Form

Air District:		Date:
Contact Name:		Phone:
Email Address:		Program:

Advance Amount Requested	\$
---------------------------------	-----------

☐ Please check box if small District.

All Districts Certify:

- ☐ The District shall have no outstanding material financial audit findings related to any of the Funds eligible for Advance Payment.
- ☐ The District shall not provide advance payment to any other entity.
- ☐ All unused funds shall revert back to the state if not liquidated within the timeline specified in the grant agreement.

Large Districts must complete the additional information below and provide accompanying documents:

- ☐ A Spending Plan shall be submitted to CARB for review of Advance Payment moneys requested. The Spending Plan includes:
 - ☐ The District fund balance for all state grant programs
 - ☐ The District approved list of projects and entities
 - ☐ Project schedules, milestones and timelines
 - ☐ Any and all other information requested by CARB
- ☐ The District shall report to CARB material changes to the Spending Plan within 30 days

I hereby certify that I am the duly appointed, qualified, and acting officer of the herein named California Air District and that the information provided is in all respects true and correct.

Air District/Grantee Requester (Signature):	Date:
Printed Name:	Title:

CARB Approver (Signature):	Date:
Printed Name:	Title:



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: May 2, 2019

To: District Governing Board

From: Alex Clayton, Air Monitoring Technical Specialist

Subject: Approve Purchase of Five (5) TEOM Continuous PM10 Monitors from Thermo Fisher Scientific, A Sole-Source Provider, for \$125,000

Summary:

Replacement continuous particulate matter monitors (Thermo TEOMs) are needed for the District's Owens Lake monitoring network. Many of the instruments currently in use are 15 to 20 years old and are now effectively obsolete. The model 1400 Tapered Element Oscillating Microbalance (TEOM) continuous monitors in the District were supposed to be supported by the manufacturer through 2020; however, many replacement parts are already no longer available for those monitors. Four of the eleven Owens Lake air monitoring stations have already been updated to the newer 1405 TEOM model. This purchase of five additional 1405 TEOM units would be the next step in phasing out the obsolete 1400 TEOM units. Data from these monitors provide Environmental Protection Agency (EPA) regulation required data for the federal Particulate Matter (PM) 10 standards and are crucial to determining the effectiveness of the dust controls installed at Owens Lake.

This purchase using 2019-2020 SB270 funds is being requested in advance of the beginning of the new fiscal year due to long lead times for delivery of these instruments. The order initiated with Thermo in July 2018 was not delivered with enough time to install the new instruments prior to the beginning of the 2018-2019 Owens Lake dust season in October. Expediting purchase approval for next year should allow the time necessary to commission the new instruments ahead of the 2019-2020 dust season.

Financial Justification:

Funds totaling \$325,000 are available in the FY 2019-2020 SB 270 budget to cover the cost of these replacement PM monitors.

Fiscal Impact:

The cost of the particulate monitors is estimated to be \$125,000 to be taken from the FY 2019-2020 SB 270 budget.

Board Action:

Staff recommends the Governing Board authorize the Air Pollution Control Officer to approve and sign a purchase order for the procurement of five (5) 1405 TEOM particulate matter monitors and associated equipment from Thermo Fisher Scientific, a sole-source provider, in an amount not to exceed \$125,000.

Consent Agenda (Action) – Approve Purchase of Five (5) TEOM Continuous PM10 Monitors from Thermo Fisher Scientific, A Sole Source Provider, for \$125,000
May 2, 2019 – Agenda Item No. 4i – Page 1



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

BOARD REPORT

Mtg. Date: May 2, 2019

To: District Governing Board

From: Alex Clayton, Air Monitoring Technical Specialist

Subject: Approve Purchase of One (1) Filter-Based Particulate Matter Monitor (Partisol 2025i-AV) from Thermo Scientific, A Sole-Source Provider, for \$22,000

Summary:

A replacement filter-based particulate matter monitor (Thermo Partisol) is needed for the District's Keeler monitoring station. Two of the three Partisols currently in use in Keeler are 15 to 20 years old, are now obsolete, and replacement parts are difficult to obtain. The aging units have had many malfunctions that have resulted in both data losses and extensive staff time to repair them with salvaged parts from decommissioned units. The District currently has no fully functional backup for these instruments. Data from these monitors provide Environmental Protection Agency (EPA) regulation required comparison data for the federal Particulate Matter (PM) 10 and PM 2.5 standards and are crucial to determining the effectiveness of the dust controls installed at Owens Lake.

Financial Justification:

Funds totaling \$38,000 are available in the FY 2018-2019 SB 270 budget to cover the cost of a replacement PM monitor.

Fiscal Impact:

The cost of the particulate monitor is estimated to be \$22,000, to be taken from the FY 2018-2019 SB 270 budget.

Board Action:

Staff recommends the Governing Board authorize the Air Pollution Control Officer to approve and sign a purchase order for the procurement of one (1) filter-based particulate matter monitor (Partisol 2025i-AV) from Thermo Fisher Scientific, a sole-source/specific source provider, in an amount not to exceed \$22,000.

Consent Agenda (Action) – Approve Purchase of One (1) Filter-Based Particulate Matter Monitor (Partisol 2025i-AV) from Thermo Scientific, A Sole-Source Provider, for \$22,000
May 2, 2019 – Agenda Item No. 4j – Page 1



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

BOARD REPORT

Mtg. Date: May 2, 2019

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Rescission of Rule 1101

Summary:

In January of 1994, the District Board adopted the Purchasing, Bidding, and Contracting policy. The policy was amended in 1999 and adopted as Rule 1101: Purchasing, Bidding and Contracting. Since then, no other changes have been made. The Rule has many gaps, as well as procedures that don't work well with modern commerce practices and costs.

Staff researched how to update this Rule in order to address gaps and limits that were inhibiting the efficient flow of business. Upon talking to other Air Districts, none had their purchasing policy as a Rule, but rather as an administrative policy allowing for timely updates through a normal administrative policy process rather than through the California Air Resources Board (CARB) rule revision process. It makes sense that District Rules that are processed through CARB would be air pollution, emission, or monitoring rules and not administrative rules and procedures. CARB does not require administrative policies such as these to be part of District Rules.

Coupled with the adoption of the Purchasing Policies and Procedures also on today's agenda, Rule 1101 becomes unnecessary.

Fiscal Impact:

There is no fiscal impact to rescinding Rule 1101.

Board Action:

Staff recommend the Governing Board:

1. Rescind Rule 1101
2. Adopt attached Resolution 2019-02

Attachments:

1. Resolution 2019-02 Rescinding Rule 1101: Purchasing, Bidding and Contracting
2. Rule 1101: Purchasing, Bidding and Contracting

RESOLUTION 2019-02

RESOLUTION OF THE GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

RESCINDING RULE 1101: PURCHASING, BIDDING AND CONTRACTING

WHEREAS, the District is required to prepare a list of regulatory measures scheduled or tentatively scheduled for consideration during the year per California Health and Safety Code 40923, and

WHEREAS, the District did prepare, and the Governing Board did approve, such a list for calendar year 2019 as required by California Health and Safety Code 40923, and

WHEREAS, the list approved by the Governing Board on January 3, 2019 included Rule 1101 – Purchasing, Bidding and Contracting Policy, and

WHEREAS, notice was duly given of this hearing on the rescission of Rule 1101 in accordance with California Health and Safety Code 40725, and

WHEREAS, public comment, both written and verbal, has been allowed in accordance with California Health and Safety Code 40728, and

WHEREAS, the District will maintain a record of this rulemaking procedure in accordance with Health and Safety Code 40728, and

WHEREAS, Title 5, Article 7, Sections 54202 and 54204 of the California Government Code require that all local agencies adopt purchasing, bidding and contracting rules or regulations, and

WHEREAS, the adoption of a regulation in the form of an administrative policy rather than a District Rule for purchasing, bidding and contracting will provide more flexibility and timeliness when changes are required,

WHEREAS, the District Board has adopted a regulation in the form of an administrative policy entitled “Purchasing Policies and Procedures” on May 2, 2019 which satisfies the requirement of Title 5, Article 7, Sections 54202 and 54204 of the California Government Code, and

WHEREAS, the California Health and Safety Code Section 40727 (a) requires the District Board to make findings of necessity, authority, clarity, consistency, nonduplication, and reference before adopting, amending, or repealing a rule, and

WHEREAS, the California Health and Safety Code Section 40727 (g) allows a district to comply with subdivision (a) by making only one finding if the subject rule does not impose new emission limits or standards, make existing limits or standards more stringent, or impose new or more stringent monitoring, reporting, or recordkeeping requirements, and

WHEREAS, the District Board finds that it is not necessary to have a District Rule regarding Purchasing, Bidding, and Contracting because a regulation in the form of an administrative policy would be more appropriate,

NOW, THEREFORE BE IT RESOLVED, that the Great Basin Unified Air Pollution Control District Board finds that Rule 1101 is not necessary and is therefore rescinded and so rescinds Resolution 94-1 (Adoption of Rule 1101) and Resolution 99-1 (Amendment to Rule 1101).

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA

COUNTY OF MONO

Tori DeHaven, the Clerk of the Governing Board of the Great Basin Unified Air Pollution Control District, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the 2nd day of May 2019 and passed by a X/X vote of said board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this May 2, 2019.

Tori DeHaven, Clerk of the Governing Board

REGULATION XI – POLICIES

RULE 1101. PURCHASING, BIDDING AND CONTRACTING POLICY

Adopted: 01/27/99

TABLE OF CONTENTS

1.0 INTRODUCTION	1
2.0 DEFINITIONS	1
3.0 GENERAL	2
3.1 Separation Into Smaller Projects	2
3.2 Publication of Legal Notices	2
3.3 Sole Source Determination	2
4.0 MATERIALS AND EQUIPMENT	3
4.1 Informal Bid Procedure	4
4.2 Formal Bid Procedure	5
4.3 Disposal of Surplus Materials	6
5.0 RETENTION OF CONSULTANTS	7
5.1 Retention of Consultants to Perform Work Identified by the District	8
5.2 Retention of Consultants Through the Owens and Mono Lakes Advisory Group	9
5.3 Contract Amendments	10
5.4 Research Construction	10
6.0 PUBLIC CONSTRUCTION CONTRACTING	11
6.1 Informal Bid Process	11
6.2 Formal Bid Process	12
6.3 Contract Amendments	13
POLICY SUMMARY CHART	15
APPENDIX A - EXAMPLE OF REQUEST FOR INFORMAL MATERIALS AND EQUIPMENT BIDS	
APPENDIX B - EXAMPLE OF REQUEST FOR FORMAL MATERIALS AND EQUIPMENT BIDS	
APPENDIX C - EXAMPLE OF ADVERTISEMENT FOR FORMAL MATERIALS AND EQUIPMENT BIDS	
APPENDIX D - EXAMPLE OF REQUEST FOR PROPOSALS	
APPENDIX E - EXAMPLE OF OWENS AND MONO LAKES ADVISORY GROUP REQUEST FOR PROPOSALS	
APPENDIX F - EXAMPLE OF PUBLIC CONSTRUCTION ADVERTISEMENT FOR BIDS	

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT PURCHASING, BIDDING AND CONTRACTING POLICY

1.0 INTRODUCTION

This policy sets forth the District's requirements and guidelines for the purchase of materials and equipment, the retention of consultants and the award of public construction work. The District Governing Board (Board) reserves the authority to change spending limits and procedures set forth in this policy via adoption of resolution for a specified amount of time or for a specific circumstance.

2.0 DEFINITIONS

APCO – Air Pollution Control Officer of the Great Basin Unified Air Pollution Control District or an employee of the District designated by the APCO to act in these matters. The APCO shall have all the authority of a Purchasing Agent.

Bid – Any proposal submitted to the District in competition for supplying materials, equipment or public construction services. Bids are not submitted for the provision of consultant services.

Consultant – Individual, firm, partnership, corporation, association or other legal entity that provides a special service or expertise required by the District.

Contract or agreement – One of the District's standard personal service or independent contractor agreements (Standard contracts No. 101 through No. 119) or any agreement approved by the District's legal counsel.

Contractor – Individual, firm, partnership, corporation, association or other legal entity that enters into an agreement with the District to supply materials or equipment or to perform certain studies, investigations, services or work.

District – The Great Basin Unified Air Pollution Control District.

Equipment – Tools, supplies, parts, machinery, devices, computers and motor vehicles.

Materials – Building resources, such as, lumber, steel, pipe, hose, fasteners and fittings.

Public construction – The improvement, erection, installation and repair of buildings or works, as described in the California Public Contracting Code, Section 20150.2.

Research – Studies and investigations undertaken by the District or by District consultants or contractors to discover new facts or information regarding air quality, air pollution, air pollution control measures or environmental resources.

Research construction – The improvement, erection, installation and repair of works, material or equipment directly associated with research activities.

Total cost – The total and complete cost of the item or work including purchase or contract price, applicable sales tax, shipping cost and handling cost.

3.0 GENERAL

3.1 Separation Into Smaller Projects

Equipment, materials, consultant services and public construction shall not be split or separated into smaller contracts, projects or quantities for the purpose of evading the requirements of this policy.

3.2 Publication of Legal Notices

When this policy requires the publication of a notice, such notice shall appear in at least one newspaper of general circulation in the County in which the proposed project is proposed to occur. For materials used throughout the District (e.g. automobiles) or for disposal of surplus equipment, such notice shall occur in at least one newspaper of general circulation in each of the counties within the District. If a county does not have a newspaper of general circulation, then publication shall be made in a newspaper of general circulation in any adjacent county.

If this policy requires the publication of a notice more than once per week in a newspaper of general circulation that is only published once per week, then the publication requirement shall be met by publishing such notice once per week.

3.3 Sole Source Determination

On occasion, due to availability, experience or overall cost (including operating and maintenance costs), certain materials, equipment, consultant services or public construction services are available from only one source. In the case of the purchase of budgeted materials or equipment valued between \$2,500.00 and \$10,000.00, if the APCO makes a determination that the budgeted materials or equipment are available from only one source, those materials or equipment may be purchased without first conducting a formal or informal bid procedure and without prior Board approval. The APCO must make the sole source determination in writing and must present the determination to the District Board, as an informational item only, at their next regularly scheduled meeting. In the case of unbudgeted materials and equipment, or materials and equipment valued at greater than \$10,000.00, the Board shall make all sole source determinations.

In the case of contracting for consultant or public construction services for which a request for proposals, informal bids or formal bids are normally required, the District Board may make a determination that based on availability, required specifications or experience, certain services could best be performed by a sole source. If the Board makes such a determination, it may enter into a contract with the sole source to perform the desired services without first conducting a request for proposals, informal or formal bid procedure. A record of the Board's sole source determination shall

appear in the meeting minutes. However, the required specifications shall not purposefully allow only one item, one supplier or one contractor to meet the specifications.

4.0 MATERIALS AND EQUIPMENT

Rev. & Adopted 7/14/04

The purchase of all materials and equipment falls into one of three categories:

1. Total cost is less than or equal to \$2,500.00 - There is no requirement for formal or informal bid procedures and no requirement for the preparation of specifications.
 - Material or equipment costing less than or equal to \$500.00 may be purchased by those District employees designated in writing by the APCO as authorized to make such purchases.
 - Material or equipment costing more than \$500.00, but less than or equal to \$2,500.00, shall be purchased only upon authorization by the APCO.

With the exceptions discussed below, the materials or equipment shall be purchased by means of petty cash (total cost less than \$100.00), a District purchase order or charged to a District account.

Materials and equipment costing up to \$300.00 may be prepaid by means of a check issued for such purchase. Upon authorization by the APCO, materials and equipment costing more than \$300.00 may be prepaid by means of a check issued for such purpose. Upon authorization of the APCO, petty cash may be used for purchases greater than \$100.00 but less than or equal to \$300.00.

District credit cards shall not be used for food, beverages or meals. District credit cards may be used for the following:

- purchases related to transportation (airline or train tickets, fuel, auto repair, emergency auto services, parking and tolls),
 - purchases related to lodging (hotels, motels, tips, one telephone call home per day and office supplies, office services and communication charges directly related to travel),
 - purchases related to training (registration fees and materials),
 - with the written authorization of the APCO, purchases of materials and equipment in amounts of up to \$1,000.00 (revised by Board 7/14/04, Board Order #040714-04), and
 - in the event of an emergency and with the written authorization of the APCO, purchases of materials and equipment in amounts of up to \$2,500.00.
2. Total cost is greater than \$2,500.00 and less than or equal to \$10,000.00 - The materials or equipment shall be secured via an informal bid procedure. Upon completion of the informal bid procedure, the materials or equipment purchase shall be authorized by the

APCO and shall be purchased by means of a District purchase order, a District contract in a form approved by District Counsel or charged to a District account.

3. Total cost is greater than \$10,000.00 - The materials or equipment shall be secured via a formal bid procedure. Upon completion of the formal bid procedure, a contract or purchase order for the materials or equipment purchased shall be authorized and executed by the District Board.

4.1 Informal Bid Procedure

Procedures for purchases of equipment and materials subject to an informal bid shall be as follows:

1. A request of informal bids and a description or specifications for the item(s) shall be prepared. The specifications shall be detailed enough to thoroughly characterize the item(s), but should not contain so much detail as to purposefully allow only one item, one supplier or one manufacturer to meet the specifications. If only one item could meet the specifications, it may be appropriate to make a sole source determination (see Section 3.2).

The specifications may contain minimum warranty requirements. The specifications may also contain minimum requirements for product reliability. Specifically, if the type of materials or equipment being purchased have been evaluated by an independent testing and product evaluation organization (e.g. Consumers' Union), the specifications may require that the product have a frequency of repair rating or overall product rating of "average" or better. An example of specifications for an informal bid is contained in Appendix A.

2. An attempt should be made to distribute the request for informal bids and specifications to at least three (3) suppliers of the item(s) specified and the request for informal bids shall be posted in the public office of the District. The request for informal bids should designate the time and place that bids are to be received.
3. After a period of not less than forty eight (48) hours after distribution of the request for informal bids, the APCO shall evaluate all bids received. All bids received must be signed by an agent of the supplier authorized to submit binding bids. Bids submitted by FAX or verbal bids followed up within 24 hours by a District purchase order are acceptable. The materials or equipment shall be purchased from the lowest bidder that meets all the requirements set forth in the specifications.

4.2 Formal Bid Procedure

Procedures for purchases of equipment and materials subject to a formal bid shall be as follows:

1. A request for formal bids and a description or specifications for the item(s) shall be prepared. The specifications shall be detailed enough to thoroughly characterize the item(s), but should not contain so much detail as to purposefully allow only one item, one supplier or one manufacturer to meet the specifications. If only one item could meet the specifications, it may be appropriate to make a sole source determination (see Section 3.2).

The request for formal bids and the specifications shall also contain instructions to bidders and bid, delivery and payment conditions. These additional instructions and conditions are to be considered part of the specifications. In order for bids submitted to be acceptable, all instructions and conditions must be adhered to by the bidders.

The specifications may contain minimum warranty and service requirements. The specifications may also contain minimum requirements for product and vendor reliability. Specifically, if the type of materials or equipment being purchased have been evaluated by an independent testing and product evaluation organization (e.g. Consumers' Union), the specifications may require that the product have a frequency of repair rating or overall product rating of "average" or better. An example of specifications for a formal bid is contained in Appendix B.

2. The APCO shall cause an advertisement inviting formal bids to be published as a legal notice stating the materials or equipment to be purchased and the time and place of opening of sealed bids. The notice shall be published at least twice a week for two consecutive weeks with the first notice being published a minimum of fourteen (14) days prior to bid opening. An example of such an advertisement is contained in Appendix C.
3. At the time and place designated in the notice inviting bids, the APCO shall open all bids received. All bids received must be signed by an agent of the supplier authorized to submit binding bids. Bids submitted by FAX are not acceptable. The District, at its discretion, may reject all bids. The materials or equipment shall be purchased from the lowest bidder that meets all the requirements set forth in the specifications. If two or more bids meet all the requirements and are the lowest, the District will select the successful bidder by lot.
4. In the event that all bids are rejected after the second invitation for bids, the District Board may pass a resolution by four-fifths vote declaring that the materials or equipment may be purchased at a lower price on the open market. In the event that the District Board fails to pass the aforementioned resolution, the project shall be re-advertised for bids or abandoned.

4.3 Disposal of Surplus Materials

The disposal of all District materials, equipment and assets, deemed to be surplus, shall take place as follows:

1. No more than once per year, District staff may review the condition and usefulness to the District of all materials, equipment and assets and prepare a list of surplus materials for disposal via public auction. The list of items to be disposed of, along with a disposal justification for each item and an estimated "as-is" value, shall be submitted to the District Board for their review and approval.
2. Upon recommendation by the APCO and approval by the District Board, the surplus materials may be offered to local schools, other government agencies or to charitable non-

profit organizations. Surplus materials determined to be valueless may be disposed of as refuse.

3. For those surplus materials that have a determined value and are not taken by local schools, other government agencies or charitable non-profit agencies, a bid form shall be prepared and made available to the public. The APCO shall cause an advertisement inviting sealed bids to be published as a legal notice stating the materials or equipment to be disposed of and the time and place of opening of sealed bids. The notice shall be published at least once a week for two consecutive weeks with the first notice being published a minimum of fourteen (14) days prior to bid opening.
4. At the time and place designated in the notice inviting bids, the APCO shall open all bids received. All bids received must be signed. Bids submitted by FAX are not acceptable. The District, at its discretion, may reject all bids. Each surplus item shall be sold to the highest bidder submitting a bid on that item. If two or more bids are the highest, the District will select the successful bidder by lot.
5. The high bidder for each item(s) shall deliver to the District, within 10 days of the bid opening, cash or a certified or cashiers check made out to the District for the total amount bid on the item(s). At that time, the high bidder shall take possession of the item(s) from the District's Bishop office. All items will be sold in an "as-is" condition. The District will not bear any shipping or delivery costs.
6. All proceeds from the public auction shall be credited to the budget originally used for the purchase of each item auctioned. If the original budget is unknown, the proceeds shall be credited to the general District budget.
7. Any surplus materials remaining after the public auction process may be disposed of as refuse.

5.0 RETENTION OF CONSULTANTS

Consultants providing special services or expertise as defined in Government Code Section 31000 shall be retained via a formal contract with the District. An exception to this requirement is made for consultants providing a specific commodity or skilled labor service, such as laboratory analytical services or for professional services less than or equal to \$5,000.00. In these cases the consultant's services may be secured with a District purchase order. The scope of services provided by consultants retained via a formal contract to conduct research work may also include research construction, which is the improvement, erection, installation and repair of works, material or equipment directly associated with and required by the consultant's contracted research activities (see Section 5.4).

There will generally be two types of consultants that the District will contract with: independent contractors and contract employees. Independent contractors are consultants that 1) perform work for other clients, 2) do not use District office space, vehicles or other equipment and 3) carry their

own insurance for the work performed. Independent contractors are retained via the procedures set forth below. Independent contractors shall be contracted with by means of a formal contract or by means of a purchase order (see above paragraph).

Contract employees are consultants that 1) generally work only for the District, even if the work is temporary, 2) use District office space, vehicles and other equipment and 3) are insured by the District for liability and automobile. Contract employees are not retained via the procedures set forth below, but rather are retained via personnel hiring policies. Contract employees shall be contracted with by means of a formal contract.

The retention of a consultant to provide a special service or expertise required by the District falls into one of two categories:

1. Total cost of services is less than or equal to \$10,000.00 - There is no requirement for conducting a request for proposals process (see § 5.1). The APCO will execute a contract (or if appropriate, a purchase order) in a form approved by District Counsel on behalf of the District with the consultant to perform the required services. The APCO must inform the District Board of the contract at the Board's next regularly scheduled meeting. The ten thousand dollar (\$10,000.00) ceiling includes any amendments to the contract approved by the APCO (see Section 5.3).
2. Total cost of services is greater than \$10,000.00 - The consultant's services are to be secured by means of a request for proposals process. The contract (or if appropriate, the purchase order) to provide the required services shall be authorized and executed by the District Board prior to the start of services.

Consultant services costing greater than \$10,000.00 may be secured with one of two types of request for proposals procedures. The first is a request for specific type of proposals to perform work identified and budgeted for by the District. The District identifies the scope of services to be performed and issues requests for proposals. This procedure is addressed below (Section 5.1) and may be carried out at any time.

The second procedure for securing consultant services costing greater than \$10,000.00 is a general call for proposals from interested consultants for conducting studies and investigations to discover new facts or information regarding air quality, air pollution, air pollution control measures or environmental resources related to control fugitive dust emissions from Owens and Mono Lakes. This procedure shall take place in conjunction with meetings of the Owens and Mono Lakes Advisory Group. This procedure is addressed below (Section 5.2).

5.1 Retention of Consultants to Perform Work Identified by the District

Consultant services for work identified by the District shall be secured as follows:

1. A request for proposals is prepared. The request should contain project background information, project objectives, a scope of work, a project schedule and conditions and

instructions to proposers regarding submittal of proposals. The request should also have a sample contract attached. An example of a request for proposals is contained in Appendix D.

2. A list of consultant firms appropriate to the project is compiled and requests for proposals are sent to those firms.
3. Proposals are received and evaluated by the APCO.
4. If appropriate, a “short list” of not less than three consultants most qualified to perform the work is established.
5. If appropriate, interviews are conducted with the short listed firms.
6. The short listed firms are ranked on the basis of their qualifications to perform the work. The District shall solely determine the criteria upon which qualifications are evaluated. Evaluation criteria may include, but are not limited to:
 - Responsiveness to the requirements set forth in the request for proposals;
 - A demonstrated understanding of the scope of work;
 - Recent similar experience;
 - The quality and quantity of personnel assigned to the project;
 - The financial stability of the consultant;
 - References from previous clients;
 - The proposed project schedule;
 - The cost to perform the work.
7. A contract is negotiated with the most qualified short listed consultant. If a contract cannot be satisfactorily negotiated with the most qualified consultant, negotiations are terminated and the District enters into negotiations with the next ranked consultant and repeats the process until a contract is successfully negotiated.
8. The contract (or if appropriate, a purchase order) is presented to the District Board for their approval and execution.

5.2 Retention of Consultants through the Owens and Mono Lakes Advisory Group

Due to the scientific research nature of much of the work to develop solutions to the fugitive dust problems on Owens and Mono Lakes, it is not always possible for the District to specify in detail the type of work that is appropriate in the development of solutions. Therefore, once a year, and in conjunction with the Owens and Mono Lakes Advisory Group, the District may issue a general request for proposals for work that will contribute to the solution to the fugitive dust problems on Owens and Mono Lakes. The procedure is as follows:

1. The District prepares and distributes a call for proposals to all members of the Advisory Group as well as any other interested parties. An example of such a call for proposals is contained in Appendix E.
2. The proposals must be submitted in writing and must be presented to the Owens and Mono Lakes Advisory Group. The proposals should clearly specify how the proposed work will aid in the development of solutions to the fugitive dust problems.
3. District staff will evaluate the proposals and any comments on the proposals received from members of the Advisory Group and will prepare a proposed final list of projects. This list will be submitted to the District Board for consideration and approval.
4. The District Board will approve a final list of projects based on:
 - A demonstrated understanding of the fugitive dust problems;
 - Applicability of the proposed work to the development of a solution to the problems;
 - Applicability of the proposed work to the District's current mitigation efforts;
 - Scientific soundness of the proposed work;
 - Environmental impacts of the proposed work;
 - Available funding.
5. Project funding is secured.
6. A contract or purchase order is negotiated with the consultant.
7. The contract or purchase order, if over \$10,000, is presented to the District Board for their approval and execution.

5.3 Contract Amendments

Contracts for consultant services may be changed or altered by the mutual consent of both parties, if the change or alteration is in writing in accordance with the provisions of the current contract, is in a format approved by the District's legal counsel and is executed by both parties.

The APCO is authorized to approve and execute consultant contract amendments if the total cost associated with all amendments for the contract does not exceed:

1. Five thousand dollars (\$5,000.00) when the original amount of the contract does not exceed fifty thousand dollars (\$50,000.00);
2. Ten percent (10%) of the original amount of any contract exceeding fifty thousand dollars (\$50,000.00), however, in no case shall the APCO execute consultant contract amendments totaling more than twenty five thousand dollars (\$25,000.00) on any one contract.

All other contract amendments shall be approved and executed by the District Board.

5.4 Research Construction

Due to the nature of the research activities conducted by the District, the District's research projects that are carried out by consultants often require construction activities that are directly associated with and required as an integral part of the consultant's contracted research. In those cases where research construction is an integral part of the research scope of work, the research consultant may be required to undertake certain construction activities. These activities are not subject to the public construction contracting requirements set forth in Section 6. However, when research construction is anticipated as an element of the scope of work for a research consultant, the District Board shall be specifically advised of such when the Board's approval of the consulting contract is sought.

As stated above, research construction performed by a consultant is not subject to the public construction contracting requirements set forth in Section 6. However, to ensure that the proposed research construction is performed economically, such construction shall be subject to a competitive bidding process. Consultant research construction activities that are not directly carried out by the consultant (subcontracted construction) shall be competitively bid by the consultant using a process similar to the informal bid process described in Section 6.1, except there shall be no public notice requirements and the APCO does not execute the construction contract.

6.0 PUBLIC CONSTRUCTION CONTRACTING

Contractors providing public construction services to the District shall be retained via a contract with the District. The retention of a contractor to provide public construction services falls into one of two categories:

1. Total cost of construction is less than or equal to \$10,000.00 - There is no requirement for formally requesting bids to perform the work. An informal process (see Section 6.1) will be used and the APCO will execute a contract in a form approved by District Counsel on behalf of the District. The APCO must inform the District Board of the contract at the Board's next regularly scheduled meeting. The ten thousand dollar (\$10,000.00) ceiling includes any amendments to the contract approved by the APCO (see Section 6.3).
2. Total cost of construction is greater than \$10,000.00 - The contractor's services are to be secured by means of a formal bid process (see Section 6.2). The contract to provide the required services shall be authorized and executed by the District Board.

Consultant research construction, which is the improvement, erection, installation and repair of works, material or equipment directly associated with and required by a consultant's contracted research activities, are not subject to the public construction requirements of this section. Consultant research construction shall be carried out in accordance with Section 5.4)

6.1 Informal Bid Process (cost of construction is less than or equal to \$10,000)

The informal bid process for securing a contractor to provide public construction services shall be as follows:

1. Plans and specifications for the work to be performed shall be prepared. The plans and specifications should clearly show the location and extent of the work, they should specify the type of materials and equipment to be used and they should set forth working requirements and contractual terms. Examples of plans and specifications can be obtained from the District Projects Manager.
2. The APCO shall approve the plans and specifications.
3. The APCO shall cause a notice inviting informal bids to be published as a legal notice stating the type of work to be performed and the time and place of opening of sealed bids. The notice shall be published at least once, a minimum of forty eight (48) hours prior to the time scheduled for bid opening. An example of such an advertisement is contained in Appendix F.
4. Bidders shall fill out the bid forms provided by the District and submit them in a sealed envelope, plainly marked as required by the notice inviting bids. Bids not adequately marked, filled-in or delivered on time shall be rejected.
5. At the time and place designated in the notice inviting informal bids, the APCO shall publicly open and read all bids received. All bids received must be signed by an agent of the bidder authorized to submit binding bids. Bids submitted by FAX are not acceptable. The District, at its discretion, may reject all bids.
6. All bidders shall be required to have a current California contractor's license of the class appropriate for the work to be performed.
7. The work shall be awarded to the lowest bidder that meets all the requirements set forth in the plans and specifications. If two or more bids meet all the requirements, and are the lowest, the District will select the successful bidder by lot.
8. The APCO may award and execute a contract for the work in a form approved by District Counsel on behalf of the District. The APCO must inform the District Board of the contract award at the Board's next regularly scheduled meeting.

6.2 Formal Bid Process (cost of construction is greater than \$10,000)

The formal bid process for securing a contractor to provide public construction services shall be as follows:

1. Plans and specifications for the work to be performed shall be prepared. The plans and specifications should clearly show the location and extent of the work, they should specify the type of materials and equipment to be used and they should set forth working requirements and contractual terms. Examples of plans and specifications can be obtained from the District Projects Manager.

2. The District Board shall approve the plans and specifications prior to publication of notice inviting bids (see #3, below). Board approval of a project described in the annual SB-270 assessment (H&S Code § 42316) shall be deemed approval of the plans and specifications for bidding purposes.
3. The APCO shall cause a notice inviting formal bids to be published as a legal notice stating the type of work to be performed and the time and place of opening of sealed bids. The notice shall be published at least twice a week for least two (2) consecutive weeks with the first notice being published a minimum of ten (10) days prior to the bid opening. An example of such an advertisement is contained in Appendix F.
4. Bidders shall fill out the bid forms provided by the District and submit them in a sealed envelope, plainly marked as required by the notice inviting bids. Bids not adequately marked, filled-in or delivered on time will be rejected.
5. At the time and place designated in the notice inviting informal bids, the APCO shall publicly open and read all bids received. All bids received must be signed by an agent of the bidder authorized to submit binding bids. Bids submitted by FAX are not acceptable. The District, at its discretion, may reject all bids.
6. All bids shall be accompanied by a bidder's security in the amount equal to at least ten percent (10%) of the bid. The security shall be in the form of a cashier's check made payable to the District, a certified check made payable to the District, or a bidder's bond, executed by an admitted surety insurer, made payable to the District. If the successful bidder fails to execute the contract within thirty days after award by the District, the bidder's security shall be forfeit to the District.
7. All bidders shall be required to have a current California contractor's license of the class appropriate for the work to be performed.
8. The work shall be awarded to the lowest bidder that meets all the requirements set forth in the plans and specifications. If two or more bids meet all the requirements and are the lowest, the District will select the successful bidder by lot.
9. The contractor awarded the contract shall execute a bond for the faithful performance of the contract in the amount of one hundred percent (100%) of the contract amount and a payment bond for labor and materials in the amount of one hundred percent (100%) of the contract amount.
10. The District Board shall award and execute the contract.
11. In the event that all bids are rejected after the second invitation for bids, the District Board may pass a resolution by four-fifths vote declaring that the project can be performed more economically by District personnel or that a contract can be negotiated for a lower price than that submitted by the lowest qualified bidder. In the event that the District Board fails to pass the aforementioned resolution, the project shall be re-advertised for bids or abandoned.

If, after re-advertising, the District rejects all bids, the District may proceed with the project using District personnel or it may re-advertise.

6.3 Contract Amendments

Contracts for public construction services may be changed or altered by the mutual consent of both parties, if the change or alteration is in writing in accordance with the provisions of the current contract, is in a format approved by the District's legal counsel and is executed by both parties.

The APCO is authorized to approve and execute public construction contract amendments if the total cost associated with all amendments for the contract does not exceed:

1. Five thousand dollars (\$5,000.00) when the original amount of the contract does not exceed fifty thousand dollars (\$50,000.00);
2. Ten percent (10%) of the original amount of any contract exceeding fifty thousand dollars (\$50,000.00), however, in no case shall the APCO execute consultant contract amendments totaling more than twenty five thousand dollars (\$25,000.00) on any one contract.

All other contract amendments shall be approved and executed by the District Board.

Purchase Policy 99.doc

POLICY SUMMARY CHART

Type	Cost (\$)		Method	Policy Section	Specs or Scope	Advertise (times)	Authorized By	Purchased By
	From	To						
Materials & Equipment	0.00	2,500.00	Direct Purchase	4.0	No	No	APCO	Cash, Chrg, PO
Materials & Equipment	2,500.01	10,000.00	Informal Bid	4.1	Yes	No	APCO	Chrg, PO, Contract
Materials & Equipment	2,500.01	10,000.00	Sole Source	3.2	Yes	No	APCO	Chrg, PO, Contract
Materials & Equipment	10,000.01	---	Formal Bid	4.2	Yes	Yes (4)	Board	Contract
Materials & Equipment	10,000.01	---	Sole Source	3.2	Yes	No	Board	Contract
Consultant	0.00	10,000.00	Direct Contract	5.0	Yes	No	APCO	Contract, PO
Consultant	10,000.01	---	Request for Proposals	5.1 or 5.2	Yes	No	Board	Contract, PO
Consultant	10,000.01	---	Sole Source	3.2	Yes	No	Board	Contract, PO
Public Construction	0.00	10,000.00	Informal Bid	6.1	Yes	Yes(1)	APCO	Contract
Public Construction	10,000.01	---	Formal Bid	6.2	Yes	Yes (4)	Board	Contract
Public Construction	0.00	---	Sole Source	3.2	Yes	No	Board	Contract
Research Construction	0.00	---	Bid by Consultant	5.4	Yes	No	Consultant	Consultant

APPENDIX A - EXAMPLE OF REQUEST FOR
INFORMAL MATERIALS AND EQUIPMENT BIDS

Appendix A, Page 1

GBUAPCD – Rule 1101
Page 16 of 44
01/27/99

Agenda Item No. 5 - Attachment 2

190502

BOARD PACKET ~ Page 111 of 192

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

WINDOW UNIT AIR CONDITIONER

The Great Basin Unified Air Pollution Control District is requesting bids for a Window Unit Air Conditioner. Bids will be accepted until 2:00 pm on October 8, 1993. Bids may be delivered or FAXed to the District office at 157 Short Street, Bishop, California 93514, FAX (619) 872-6109, TEL (619) 872-8211. Verbal bids will not be accepted.

Questions should be directed to Mr. Ted Schade at (619) 872-8211.

SPECIFICATIONS

Item: Window Unit Air Conditioner

Size: To fit double hung window space 40" wide by 24" high

Power: 12,000 Btu/H

Voltage: 115 volts

Maximum Running Amperage: 15 amps

Minimum Air Flow: 250 cubic feet per minute

Features: 2-speed fan (minimum)

Adjustable thermostat

4 ft power cord (minimum)

Warranty: Minimum 5-years on sealed system and 1-year on all other parts

Other: Must comply with California energy code requirements

BID

Company Name:_____

Address:_____

Telephone:_____

Total Bid Price delivered to District's Bishop office, including sales tax:

Delivery Date:_____

Signature:_____ Date:_____

Appendix A, Page 2

GBUAPCD – Rule 1101
Page 17 of 44
01/27/99

Agenda Item No. 5 - Attachment 2

190502

BOARD PACKET ~ Page 112 of 192

APPENDIX B- EXAMPLE OF REQUEST FOR
FORMAL MATERIALS AND EQUIPMENT BIDS

Appendix B, Page 1

GBUAPCD – Rule 1101
Page 18 of 44
01/27/99

Agenda Item No. 5 - Attachment 2

190502

BOARD PACKET ~ Page 113 of 192



GREAT BASIN

UNIFIED AIR POLLUTION CONTROL DISTRICT
157 SHORT STREET, BISHOP, CALIFORNIA 93514 – (619) 872-8211
ELLEN HARDEBECK, CONTROL OFFICER

BID NUMBER: 93-1

BIDS AND MATERIALS

TO BE DELIVERED TO: GREAT BASIN UNIFIED
AIR POLLUTION CONTROL DISTRICT
157 Short Street
Bishop, CA 93514

BIDS WILL BE OPENED: Monday, March 29, 1993 at 2:00 p.m.

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

IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of envelope. Read the Instructions and Conditions 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. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separately sealed envelope with bid number on the outside. It must be submitted to the District's Bishop Office, not later than the hour and day specified herein, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and **MUST BE** stated in definite terms and adhered to. If the time varies on different items, the bidder shall so state.

Appendix B, Page 2

GBUAPCD – Rule 1101
Page 19 of 44
01/27/99

6. Terms of less than 10 days for cash discount will be considered as net.
7. 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.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. 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.
10. 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 informality in a bid.
11. Samples of items, when required, must be furnished free of expense to the District. If not destroyed by tests will, upon request, be returned at the bidder's expense.
12. In case of default by the vendor, the District may procure the articles or service from other sources.
13. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery which do not meet the specifications will be for the account of the vendor.
14. 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 un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used under this quotation.
15. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
16. Verify your quotations before submission as they cannot be withdrawn or corrected, after being opened.
17. 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.
18. 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.

Appendix B, Page 3

GBUAPCD – Rule 1101
Page 20 of 44
01/27/99

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 _____, 19_____

Appendix B, Page 4

GBUAPCD – Rule 1101
Page 21 of 44
01/27/99

Agenda Item No. 5 - Attachment 2

190502

BOARD PACKET ~ Page 116 of 192

**Specifications for Bid Number 93-1
Great Basin Unified Air Pollution Control District
Request for Bids for Motor Vehicle**

Vehicle type: Compact Size Pickup Truck

Model year: 1993

General Description: Four-wheel Drive, Extended-Cab

Detailed Specifications:

Minimum wheelbase = 115 inches

Minimum total length = 190 inches

Minimum horsepower = 145

Minimum torque = 175 ft-lbs

Minimum inside bed length = 72 inches

Minimum ground clearance = 9.0 inches

Maximum turn circle diameter = 46 feet

Minimum payload = 1400 lbs

Minimum highway range* = 300 miles

Tow specifications:

Minimum trailer weight: 3500 lbs Minimum tongue load: 350 lbs

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

Vehicle shall come equipped with:

5-speed manual overdrive transmission

2-speed transfer case (manual or automatic)

Power steering

Power brakes

Front and rear bumpers

Plastic bed-liner

Full-size spare tire

Class II towing hitch

Cruise control

Air conditioning

Carpeting

Bucket-seats

Tinted glass

AM/FM/Cassette Radio

Floor mats

Special Requirement: The vehicle must have an overall frequency of repair "Trouble Index" rating of "Average" or above for the most recent model year rated in the 1993 edition of Consumer Reports' Buying Guide. A copy of this publication will be available for review at the District's Bishop office during the bid period.

Appendix B, Page 5

GBUAPCD – Rule 1101
Page 22 of 44
01/27/99

Agenda Item No. 5 - Attachment 2

190502

BOARD PACKET ~ Page 117 of 192

**Bid Form for Bid Number 93-1
Great Basin Unified Air Pollution Control District
Request for Bids for Motor Vehicle**

Name of Bidder: _____

Vehicle Brand: _____

Vehicle Model: _____

Option or Accessory Package(s): _____

Total Vehicle Price Delivered to District's Bishop Office Excluding Tax and License

Amounts: \$ _____ (Figures)

_____ Dollars and _____ Cents (Words)

Delivery Date: _____ (Delivery date may be stated in
terms of days after award of bid by District)

Appendix B, Page 6

GBUAPCD – Rule 1101
Page 23 of 44
01/27/99

Agenda Item No. 5 - Attachment 2

190502

BOARD PACKET ~ Page 118 of 192

APPENDIX C - EXAMPLE OF ADVERTISEMENT FOR
FORMAL MATERIALS AND EQUIPMENT BIDS

Appendix C, Page 1

GBUAPCD – Rule 1101
Page 24 of 44
01/27/99

Agenda Item No. 5 - Attachment 2

190502

BOARD PACKET ~ Page 119 of 192

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

**1993 Compact Pickup Truck
4x4, Extended Cab**

The Clerk of the Board is requesting bids for a 1993 compact sized, four-wheel drive, extended cab pickup truck.

Sealed bids will be accepted until 2:00 p.m. on March 29, 1993, 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 (619) 872-8211 or in person or by mail at 157 Short Street, Bishop, California 93514.

Publications: Inyo Register and Review Herald
Publication Dates: March 14, 17 and 19, 1993

Appendix C, Page 2

GBUAPCD – Rule 1101
Page 25 of 44
01/27/99

APPENDIX D- EXAMPLE OF REQUEST FOR PROPOSALS

Appendix D, Page 1

GBUAPCD – Rule 1101
Page 26 of 44
01/27/99

Agenda Item No. 5 - Attachment 2

190502

BOARD PACKET ~ Page 121 of 192



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

REQUEST FOR PROPOSALS

MONO BASIN PM-10 STATE IMPLEMENTATION PLAN DEVELOPMENT

FEBRUARY 1993

157 SHORT STREET, SUITE 6, BISHOP, CA 93514 PHONE: (619) 872-8211

Appendix D, Page 2

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

REQUEST FOR PROPOSALS

MONO BASIN PM-10 STATE IMPLEMENTATION PLAN DEVELOPMENT

TABLE OF CONTENTS

COVER LETTER

REQUEST FOR PROPOSALS

 A. INTRODUCTION

 B. BACKGROUND.....

 C. PROJECT OBJECTIVES.....

 D. SCOPE OF WORK.....

 E. PROJECT FUNDING AND DURATION

 F. SCHEDULE

INSTRUCTIONS AND CONDITIONS

 A. GENERAL CONDITIONS

 1. SPECIAL ELIGIBILITY REQUIREMENTS

 2. PRE-CONTRACTUAL EXPENSES.....

 3. AUTHORITY TO WITHDRAW RFP.....

 4. PRICING APPROACH

 5. RIGHT TO REJECT PROPOSALS.....

 6. PROPOSAL EVALUATION CRITERIA

 B. PROPOSAL FORMAT AND CONTENT

 1. COVER LETTER.....

 2. BACKGROUND AND APPROACH.....

 3. WORK PLAN.....

 4. PROJECT ORGANIZATION AND STAFFING

 5. RELATED EXPERIENCE

 6. PROJECT SCHEDULE

 7. TECHNICAL WRITING/DATA ANALYSIS SAMPLES

 8. COST DATA

 9. STATEMENT OF COMPLIANCE.....

 10. NONDISCRIMINATION STATEMENT.....

 C. INSURANCE COVERAGE

 D. CONFORMANCE WITH CONFLICT OF INTEREST CODE.....

SAMPLE CONTRACT

Appendix D, Page 3

February 1, 1993

REQUEST FOR PROPOSALS

MONO BASIN PM-10 STATE IMPLEMENTATION PLAN DEVELOPMENT

INTERESTED PARTIES:

The Great Basin Unified Air Pollution Control District (Great Basin) is interested in receiving proposals from consultants with offices in Inyo or Mono Counties for assistance in the development of an air quality management plan to control dust emissions from the exposed playa surrounding Mono Lake in Mono County, California. Details of the work to be performed are described in the attached Request for Proposals (RFP). The RFP contains background information about Great Basin and its efforts at Mono Lake, objectives of the proposed project, scope of work, schedule and RFP instructions.

GREAT BASIN POINT OF CONTACT

The sole source of contact regarding this RFP is Great Basin's Projects Manager, Theodore D. Schade. Individuals or firms interested in submitting a proposal are asked not to contact other members of Great Basin's staff in connection with the RFP prior to the announcement of the consultant selected.

Proposals and all written inquires related to this RFP are to be submitted to the following address:

Theodore D. Schade
Projects Manager
Great Basin UAPCD
157 Short Street, Suite 6
Bishop, California 93514

PROPOSAL CLOSING DATE:

Three copies of each bidder's proposal must be received by Great Basin not later than 5:00 pm on February 26, 1993. All proposals must be delivered to the above address. Proposals delivered after this time will not be accepted or considered.

Proposals will become part of the official files of Great Basin and cannot be returned.

Sincerely,

Theodore D. Schade
Projects Manager

Attachments

Appendix D, Page 4

GBUAPCD – Rule 1101
Page 29 of 44
01/27/99

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

REQUEST FOR PROPOSALS

MONO BASIN PM-10 STATE IMPLEMENTATION PLAN DEVELOPMENT

A. INTRODUCTION

Great Basin is seeking proposals from qualified consultants to assist with the development of an air quality management plan to control the dust emissions from the exposed playa around Mono Lake in Mono County, California. The plan is intended to be used as the State Implementation Plan (SIP) for the Mono Basin PM-10 planning area. Assistance shall include, but not be limited to: summarizing air quality and soil erosion data, researching and summarizing the air quality related information for the SIP and ultimately writing the SIP under the direction of the Deputy Air Pollution Control Officer. Presented below is a brief background, the objectives of the proposed project, a scope of work and a schedule.

B. BACKGROUND

Recent ambient air monitoring for PM-10 (particulate matter less than 10 microns nominal aerodynamic diameter) has shown that violations of the Federal PM-10 National Ambient Air Quality Standard (Standard) occur in the area around Mono Lake. These violations are caused by wind blown dust that is generated from the exposed lakebed around Mono Lake. In December 1992, the U.S. Environmental Protection Agency (EPA) gave notice to the Governor of California that the U.S. EPA intended to designate the Mono Basin as a non-attainment area for the federal PM-10 Standard. With this designation the U.S. EPA will require the State to submit a SIP for the Mono Basin that will assess the source of the violations and will propose a solution that will bring the area into attainment with the PM-10 standard as soon as practicable.

C. PROJECT OBJECTIVES

1. Summarize meteorological and ambient air quality data.
2. Assess the source areas for PM-10 dust production.
3. Determine the effects of control methods on PM-10 production and the associated impact on air quality.
4. Write a SIP suitable for adoption.

D. SCOPE OF WORK

The consultant shall work under the direction of the Deputy Air Pollution Control Officer (DAPCO). All assignments shall be approved by the DAPCO prior to implementation. Information and reports from tasks 1 through 3 are intended to be used in the draft SIP in task 4.

TASK 1: SUMMARIZE METEOROLOGICAL AND AMBIENT AIR QUALITY DATA FOR INCLUSION IN THE SIP.

The objective of this task is to determine the relative frequency of high wind events that could cause a dust storm at Mono Lake and a violation of the PM-10 standard. Data will be provided by Great Basin in a computer format suitable for a computer spreadsheet or data base.

TASK 2: ASSESS PM-10 SOURCE AREAS.

The objective of this task is summarize the available information on the source areas for PM-10 production, including locations, size, frequency of blowable emissions, and erosion rates. We estimate there will be 5 data collection periods (dust storms) to summarize. Maps and reports will be provided by Great Basin.

TASK 3: DETERMINE THE EFFECTS OF CONTROL TECHNIQUES ON PM-10 DUST PRODUCTION AND THE IMPACT ON THE AIR QUALITY.

This task will include summarizing and, if necessary, refining the results from the air quality modeling that is being performed to assess the impact of the wind blown dust on the ambient PM-10 concentrations and determining the reduction due to increased lake levels. A modeling report which will be completed under another contract will be provided by Great Basin.

TASK 4: WRITE THE MONO BASIN PM-10 SIP.

The contractor shall draft the PM-10 SIP in accordance with the requirements of the federal Clean Air Act. To help ensure completeness of the SIP, the contractor shall work with the DAPCO to develop an outline prior to writing the draft SIP.

E. PROJECT FUNDING AND DURATION

It is the District's intention to adopt the PM-10 SIP by December 31, 1993. Currently, funds are available for this project through June 30, 1993. If funding becomes available to continue the effort after June 30, the contract may be extended to continue efforts and complete the SIP by the end of 1993.

F. SCHEDULE

The following are the key dates in the effort to award a contract for the proposed project to the most qualified consultant:

February 1, 1993 RFPs sent out and made available to consultants.

February 26, 1993 Six copies of proposals due by 5:00 pm.

March 3, 1993 "Short list" consultants notified of interview.

March 9, 1993 "Short list" interviews.

March 11, 1993 Most qualified consultant selected.

March 17, 1993 Consultant executes contract.

March 24, 1993 Great Basin Board approves contract.

Appendix D, Page 7

INSTRUCTIONS AND CONDITIONS

The following instructions and conditions apply to this RFP:

A. GENERAL CONDITIONS

1. SPECIAL ELIGIBILITY REQUIREMENTS

Due to the fact that the successful consultant will be working closely with the Deputy Air Pollution Control Officer and will be functioning as a member of Great Basin staff, only consultants with offices in Inyo or Mono Counties will be considered for this project.

2. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by proposers in:

- * Preparing a proposal in response to this RFP.
- * Submitting that proposal to Great Basin.
- * Participating in the consultant selection process.
- * Negotiating with Great Basin any matter related to this RFP, proposal and/or contractual agreement.

Great Basin shall not, in any event, be liable for any pre-contractual expenses incurred by any proposer. In addition, no proposer shall include any such expenses as part of the price proposed to conduct the proposed project.

3. AUTHORITY TO WITHDRAW RFP AND/OR NOT AWARD CONTRACT

Great Basin reserves the right to withdraw this RFP at any time without prior notice. Further, Great Basin makes no representations that any agreement will be awarded to any proposer responding to this RFP. Great Basin expressly reserves the right to postpone or cancel the consideration of proposals for its own convenience without indicating any reasons for such postponement or cancellation.

4. PRICING APPROACH

Great Basin intends to award an hourly rate/not to exceed total amount contract for the conduct of this project. In no event shall Great Basin pay an amount in excess of the dollar value negotiated in the contractual agreement with the successful consultant.

5. RIGHT TO REJECT PROPOSALS

Great Basin reserves the right to reject any or all proposals submitted without indicating any reasons for such rejection. Any award made for this engagement will be made to the consultant that, in the opinion of Great Basin, is best qualified to conduct the project.

Appendix D, Page 8

6. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated on the basis of their response to all provisions of this RFP. Great Basin may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order that they appear is not intended to indicate their relative importance:

- a. Consultant's responsiveness to the requirements of the project as set forth in the RFP.
- b. A demonstrated understanding of the RFP, especially the project scope of work.
- c. The consultant's recent experience in conducting projects of similar scope, complexity and magnitude.
- d. The quality and quantity of personnel assigned to the project, including educational background, work experience and directly related recent consulting experience.
- e. The organizational structure of the proposed project team.
- f. The financial stability of the consultant.
- g. Recent references from local clients.
- h. The proposed project schedule.

B. PROPOSAL FORMAT AND CONTENT

Proposals should be typed and as brief as possible. They should not include any elaborate or unnecessary promotional material. The following order and content of proposal sections should be adhered to by each consultant.

1. COVER LETTER

A brief cover letter should summarize key elements of the consultant's proposal. The letter must be signed by an individual authorized to bind the consultant. The letter must stipulate that the proposed price will be valid for a period of at least 90 days. Indicate the address and telephone number of the consultant's office located nearest to Bishop, California, and the office from which the project will be managed.

2. BACKGROUND AND APPROACH

The Background and Approach Section should describe your understanding of Great Basin, the work to be done, and the objectives to be accomplished by the proposed project.

Appendix D, Page 9

GBUAPCD – Rule 1101
Page 34 of 44
01/27/99

3. WORK PLAN

Describe the sequential work tasks you plan to carry out in accomplishing this project. Indicate all key deliverables and their contents. Identify the frequency and location of proposed progress meetings and/or progress reports.

4. PROJECT ORGANIZATION AND STAFFING

Describe your approach and methods for managing the project. Provide an organization chart showing all proposed project team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the person who will be the key contact with Great Basin. Indicate how many hours each team member will devote to the project by task, along with a statement indicating the availability of the members of the project team for the duration of the project. Include resumes for each member of the project team. Include information and staff support required from Great Basin personnel.

5. RELATED EXPERIENCE

Describe recent, directly related experience. Include on each listing the name of the client; description of the work done; primary client contact, address and telephone number; dates for the project; name of the Project Director and/or Manager and members of the proposed project team who worked on the project, as well as their respective responsibilities.

At least three references should be included. For each reference, indicate the reference's name, organization affiliation, title, complete mailing address and telephone number. Great Basin reserves the right to contact any of the organizations or individuals listed.

6. PROJECT SCHEDULE

Provide a schedule for completing each task in the work program, including deadlines for preparing all project deliverables.

7. TECHNICAL WRITING/DATA ANALYSIS SAMPLES

Bound separately from the base proposal, provide at least one example of past technical writing and data analysis efforts. The samples do not need to be directly related to the type of work being proposed; they should provide some indication of the consultant's writing and data analysis abilities. Only one copy of these samples need be submitted.

8. COST DATA

In a separate, sealed envelope, marked with the consultant's name, project name and the words "Cost Proposal", indicate the hourly rates of each person that will work on the project. In addition, by task, indicate the total lump sum cost for which you will conduct the project. Identify by project team member: name, classification, hourly rate and the number of hours each member will spend on each work task. Indicate separately, total cost for fees and expenses, including any proposed fee discount. Only one copy of

the cost proposal is required. Cost proposals for consultants not selected will be returned, unopened.

9. STATEMENT OF COMPLIANCE

Consultants must submit a Statement of Compliance with all parts of the Request for Proposal and Draft Agreement terms and conditions (attached), or a listing of exceptions and suggested changes, along with a description of any cost implications or schedule changes the exceptions and/or changes cause. The Statement of Compliance must declare either:

- A. This proposal is in strict compliance with the Request for Proposal and Draft Agreement and no exceptions to either are proposed; or
- B. This proposal is in strict compliance with the Request for Proposal and Draft Agreement except for the items listed.

For each exception and/or suggested change, the consultant must include:

- 1. The suggested change in the RFP or rewording of the contractual obligations.
- 2. Reasons for submitting the proposed exception or change.
- 3. Any impact the change or exception may have on project costs, scheduling or other considerations.

10. NONDISCRIMINATION STATEMENT

Consultant agrees that in carrying out its responsibilities under this agreement, and in particular with regard to the employment of persons and sub-contractors working on the project, it will not discriminate on the basis of race, color, creed, national origin, religion, sex, age, or handicap. In the event any of the work performed by consultant hereunder is sub-contracted to another person or firm, sub-contract shall contain a similar provision.

C. INSURANCE COVERAGE

Prior to commencement of any project activities, consultant is to secure worker's compensation insurance, so as to be in compliance with State statutes. In addition, consultant shall secure comprehensive general liability insurance, including auto and contractual liability coverage, in an amount not less than \$1 million.

D. CONFORMANCE WITH CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) may require some consultants retained by Great Basin to comply with certain provisions of Great Basin's conflict of interest code. Prior to execution of a contract to perform the requested work, the Air Pollution Control Officer will make a determination as to which individuals, if any, are required to comply with disclosure requirements. Copies of Great Basin's conflict of interest code can be obtained by contacting the Projects Manager.

SAMPLE CONTRACT ATTACHED

APPENDIX E - EXAMPLE OF OWENS AND MONO LAKES ADVISORY GROUP
REQUEST FOR PROPOSALS

Appendix E, Page 1

GBUAPCD – Rule 1101
Page 38 of 44
01/27/99

Agenda Item No. 5 - Attachment 2

190502

BOARD PACKET ~ Page 133 of 192



GREAT BASIN AIR POLLUTION CONTROL DISTRICT

157 Short Street • Bishop, California 93514 • (619) 872-8211 • fax (619) 872-6109

October 5, 1993

TO: Owens Lake Advisory Group Members and Interested Parties

SUBJECT: Owens Lake Advisory Group Meeting and Request for Proposals

You are invited to participate in the fall meeting of the Owens Lake Advisory Group, to be held on Thursday, December 9 and Friday December 10.

The meeting on Thursday, December 9 will consist of presentations and will be held in the Inyo County Supervisors' Board Room in Independence. Some of the topics we anticipate discussing at this meeting are: the status of the District's dust mitigation testing, including the flood irrigation project, the status of Lake Mineral's soda ash project and the status of UC Davis' sand fence and aerosol projects. In addition, we will also discuss potential projects for the 1994-1995 fiscal year, which starts July 1, 1994.

On Friday, December 10 there will be a tour of Owens Lake. Tentative sites to be visited include the District's flood irrigation project site and UC Davis' sand fence test site.

Members of the advisory group, as well as any other interested parties, are welcome to make presentations of past work and present proposals for new work. This notice is to be considered a request for proposals for work to be conducted in fiscal year 1994-1995. Proposals should be for work that will contribute to the solution of the fugitive dust problem on Owens Lake. All proposals shall be in writing and should be attached to the enclosed proposal submittal form. See the enclosed form for additional information.

If you would like to make a presentation or submit a proposal, please contact me by Friday, November 5. Written proposals should be submitted by Friday, November 19. An agenda will be sent out the week prior to the meeting. Please call me if you have any questions. I am looking forward to seeing you on December 9 and 10.

Sincerely,

Duane M. Ono
Deputy Air Pollution Control Officer

Appendix E, Page 2

OWENS LAKE ADVISORY GROUP PROPOSAL SUBMITTAL FORM

This form is to be used to submit proposals for Owens Lake fugitive dust mitigation projects to be funded in fiscal year 1994-1995 (July 1, 1994 to June 30, 1995).

The Great Basin Unified Air Pollution Control District (District) is interested in receiving proposals from interested contractors for assistance in the development of an air quality management plan to control fugitive dust emissions from Owens Dry Lake.

Proposals should clearly specify how the proposed work will aid in the development of the solution to the fugitive dust problem. Proposals should contain enough detail to allow the District to determine the type and amount of work to be performed, the products to be furnished and the estimated cost to accomplish the work. Specifically proposals should include: a cover letter summarizing the proposal, a work plan, project organization and staffing, work products, related experience, project schedule and project cost.

The District Board will approve the final list of projects to be funded based on: a demonstrated understanding of the Owens Lake fugitive dust problem, applicability of the proposed work to the development of a solution to the problem, applicability of the proposed work to the District's current mitigation efforts, scientific soundness of the proposed work and available funding.

All proponents approved for funding will be required to provide insurance coverage and enter into a contract with the District to perform the work. On request, the District can provide interested proponents with a copy of the District's standard contract.

Proponent's Name: _____

Address: _____

Phone: _____

Project Title: _____

Project Description: _____

Appendix E, Page 3

GBUAPCD – Rule 1101
Page 40 of 44
01/27/99

Project Description (Cont.):

Project Start Date: _____

Project Finish Date: _____

Project Cost (Amount of funding requested): _____

Note: Three copies of the written proposal should be attached to this form and submitted to the District by Friday, November 19, 1993.

Signature: _____

Date: _____

Appendix E, Page 4

APPENDIX F - EXAMPLE OF PUBLIC CONSTRUCTION
ADVERTISEMENT FOR BIDS

Appendix F, Page 1

**NOTICE INVITING BIDS (SEALED PROPOSALS)
FOR FURNISHING AND INSTALLING THE
OWENS LAKE RECLAMATION PROJECT
FLOOD IRRIGATION TEST PIPELINE AND SPREADING SYSTEM
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT**

Inyo County, California

NOTICE IS HEREBY GIVEN that the Board of Directors of GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT (herein called "Owner") invites and will receive sealed bids up to the hour of

10:00 a.m. on Thursday July 1, 1993,

at the office of the Owner, 157 Short Street, Bishop, CA 93514, (619) 872-8211, for furnishing to said Owner of all transportation, materials, equipment, labor, services, permits, utilities, and all other items, (except those, if any, specifically to be provided by Owner) necessary to furnish and install said Owens Lake Reclamation Project Flood Irrigation Test Pipeline and Spreading System (System). At said time bids will be publicly opened by the Air Pollution Control Officer and read aloud.

Bids shall conform to and be responsive to the contract documents heretofore approved by the Owner and any addenda thereto issued prior to date of bid opening.

Copies of the contract documents are on file and may be examined in, or obtained from, the office of the Owner. There is a fee required in the amount of \$10.00 to obtain a Bid Package.

A Pre-Bid Conference will be held at 10:00 a.m. on Thursday, June 17, 1993 at the Owner's Keeler field office in Keeler, California, to review the details of construction. A field trip to Owens Lake to inspect the location will immediately follow the office meeting. Please contact the Owner's Project Manager in the Bishop Office for directions.

Each bid shall be submitted on a form furnished as part of the contract documents and be accompanied by a cashier's check, a certified check or a bidder's bond in the amount not less than 10% of the bid amount, made payable to the Owner. In addition to the original completed Bid Form bound in the Specifications and Contract Documents, the bidder shall furnish five (5) copies of the completed Bid Form (pages 1-8 through 1-17) with the original bound copy. Each bid or proposal shall be sealed and filed with the Owner's Clerk of the Board on or before the time of bid opening. The bidder's bond or check shall be given as a guarantee that the bidder will enter into a contract with the Owner and furnish required payment and performance bonds and certificates of insurance and endorsements if awarded the work, and will be declared forfeited if the acceptable low bidder refuses to enter into said contract or furnish required bonds or certificates of insurance and

Appendix F, Page 2

endorsements within 15 days after the Notice of Award. All bonds and certificates of insurance and endorsements shall be on forms furnished as a part of the contract documents.

The Owner reserves the right to reject any and all bids, and to waive any and all irregularity in any bid. If more than one schedule of bids is provided, the Owner reserves the right to select schedules under which the bids are compared and the contract awarded.

If the Owner, for any reason, rejects any and all bids, no bidder shall have the right to proceed against Owner for any costs incurred by the bidders in preparing for or submitting the bids.

The Owner is a public agency. All laws applicable to its contracts are to be a part of the contract to the same extent as though set forth therein. Any Contractor awarded a contract by Owner in excess of \$15,000.00 must file a payment bond with Owner.

The Director of Department of Industrial Relations has determined the general prevailing rate of per diem wages and general prevailing rate for legal holiday and overtime work in the locality in which said work is to be performed for each craft, classification or type of worker needed. Not less than the determined rates shall be paid to all workers employed in the performance of the contract.

Such Rates of Wages are on file with the Department of Industrial Relations and are available to any interested party upon request.

BY THE ORDER OF THE BOARD OF DIRECTORS
OF THE GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

Dated:_____

Board Chairman

Appendix F, Page 3

GBUAPCD – Rule 1101
Page 44 of 44
01/27/99

Agenda Item No. 5 - Attachment 2

190502

BOARD PACKET ~ Page 139 of 192



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: May 2, 2019

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Approval of Purchasing Policies and Procedures

Summary:

The District has had Rule 1101 Purchasing, Bidding and Contracting Policy in place since 1999. Today's agenda includes a Public Hearing requesting the Governing Board rescind Rule 1101. The attached policy is meant to replace Rule 1101 with a regulation in the form of an administrative policy that is updated, more flexible, streamlined, and easier to understand. Adopting this as a District Policy rather than as a District Rule allows for more frequent updates as needed. Changing a policy does not require 30-day public notice in all three counties as well as notification and follow-up with California Air Resources Board (CARB). CARB does not require administrative policies such as these to be part of District Rules.

Government Code Section 54202 requires that every local agency adopt policies and procedures, including bidding regulations, governing the purchase of supplies and equipment by the local agency. Additionally, Public Contract Code Section 22034 requires that the board adopt a policy regarding informal bidding should the board choose to become subject to the Uniform Public Construction Cost Accounting Act (UPCCAA), as is also proposed on today's agenda. The attached policy is meant to fulfill both of these legal requirements.

The new policy updates authority amounts (page 2) for purchases, clearly delineates exceptions to the bidding requirements, consolidates the formal competitive processes into simple procedures regardless of the type of purchase, incorporates protest procedures, and clarifies what paperwork is required for various purchase types. Further, the document discusses payment types, rules for credit card usage, updates the capital asset threshold to the Government Finance Officers Association's (GFOA) lowest recommended amount, and streamlines asset disposal processes. Compared to the current Rule 1101 (provided in the agenda item regarding rescission), this policy is half the number pages yet covers more topics with greater clarity. It is anticipated that this policy will be included in the overall policy and procedure manual that will be coming to your board for approval at a future board meeting.

Approval of Purchasing Policies and Procedures (Action)
May 2, 2019 – Agenda Item No. 6 – Page 1

Fiscal Impact:

None.

Board Action:

Staff recommends the Governing Board adopt the attached Purchasing Policies and Procedures, which include the District's informal bidding processes.

Attachment:

1. Purchasing Policies and Procedures



Great Basin Unified
Air Pollution Control District

PURCHASING POLICIES AND PROCEDURES

The District's Board-approved policy encompassing procurement, capital assets, disposal, and
credit card usage

Approved May 2, 2019



PURCHASING POLICIES AND PROCEDURES

CONTENTS

1.	PURPOSE OF POLICY	1
1.1.	General	1
1.2.	California Government Code § 54202	1
1.3.	California Government Code § 54204	1
2.	AUTHORIZATION	1
2.1.	APCO Authorized	1
2.2.	APCO Delegation	1
2.3.	Procurement and Signatory Limits	1
3.	GENERAL	3
3.1.	Standard of Conduct	3
3.2.	Order Splitting	3
3.3.	Specifications for Purchases	4
3.4.	Bid Exceptions	5
4.	VENDOR SELECTION	6
4.1.	Materials and Purchased Services	6
4.2.	Professional Services	6
4.3.	Public Works	7
5.	FORMAL COMPETITIVE PROCESSES	7
5.1.	Procurement over \$25,000	7
5.2.	Exceptions	8
5.3.	Formal Competitive Solicitations	8
5.4.	Pre-bid Conference	8
5.5.	Addenda to Solicitations	8
5.6.	Cancellation of solicitation before opening	9
5.7.	Release of Procurement Information	9
5.8.	Modification or Withdrawal of Bids	9
5.9.	Opening of Bids	10
5.10.	Recording of Bids	10
5.11.	Request for Quotations (RFQ) Awards	10
5.12.	Request for Proposals (RFP) Awards	10
5.13.	Rejection of Individual Bids	11
5.14.	Contractor Qualifications	11



PURCHASING POLICIES AND PROCEDURES

5.15.	Minor Informalities or Irregularities in Bids	12
5.16.	Mistakes in Bids.....	12
5.17.	Equal Low Bids	13
5.18.	Rejection of All Bids.....	13
5.19.	Bid Protest Procedures.....	13
5.20.	Contract Specifications.....	14
6.	PROCUREMENT DOCUMENTS.....	15
6.1.	Purchases under \$1,000.....	15
6.2.	Requisitions and Purchase Orders	15
6.3.	Contracts and Vendor Agreements.....	16
6.4.	Change Orders/Contract Amendments	17
7.	PAYMENT	18
7.1.	Petty Cash	18
7.2.	Reimbursement.....	18
7.3.	Credit Card Use	19
7.4.	Check Request.....	21
8.	CAPITAL ASSETS AND CONTROLLED ASSETS	21
8.1.	Capital Asset.....	21
8.2.	Controlled Asset.....	22
9.	DISPOSITION OF SURPLUS/SCRAP EQUIPMENT, SUPPLIES, MATERIALS, AND ASSETS.....	22
9.1.	Periodic Review of Materials	22
9.2.	APCO Authority to Dispose	22
9.3.	Finance Division	23
9.4.	Scrap.....	23
9.5.	Surplus (Non-Capital Asset).....	23
9.6.	Surplus plan.....	23
9.7.	Disposal of Capital Assets.....	23
9.8.	Selling to District Employees.....	23
10.	DEFINITIONS.....	24



PURCHASING POLICIES AND PROCEDURES

1. PURPOSE OF POLICY

- 1.1. **GENERAL** This Policy establishes the Governing Board's (the "Board") approved policies with respect to the procurement of materials, services, and Public Works projects, including expenditure authorization and limits, competitive proposal and bidding requirements, and general procurement procedures, for the Great Basin Unified Air Pollution Control District (the "District"), pursuant to Government Code § 54201 et seq. All purchases of materials, services, and Public Works projects to be paid for by the District must adhere to the authority level and dollar limits of this Policy as set forth in Table 1, except as otherwise provided by specific terms and exceptions set forth in this Policy.
- 1.2. **CALIFORNIA GOVERNMENT CODE § 54202** Requires every local agency to adopt policies and procedures, including bidding regulations, governing purchases of supplies, materials and equipment and that said purchases shall be in accordance with said duly adopted policies and procedures.
- 1.3. **CALIFORNIA GOVERNMENT CODE § 54204** Requires that if the local agency is other than a city or county, policies provided for in § 54202 shall be adopted by means of a written rule or regulation, copies of which shall be available for public distribution. This policy is meant to serve that purpose.

2. AUTHORIZATION

- 2.1. **APCO AUTHORIZED** By adoption of this Policy, the Board is authorizing the Air Pollution Control Officer (APCO), or his/her designated representatives to exercise certain duties and responsibilities that are essential for the day-to-day operation of the District.
- 2.2. **APCO DELEGATION** The Air Pollution Control Officer may delegate the procurement of services and materials and the provision of public works projects to those staff members given specific authority, consistent with the terms of this Policy. Delegation of purchasing authority may be through the authorized use of credit cards, purchase orders, check requests, or other written authorization. All such purchases will be made in conformity with the policies and procedures prescribed within this Policy.
- 2.3. **PROCUREMENT AND SIGNATORY LIMITS** The Board-established procurement limits and contract signatory authority are listed in Table 1. These limits are applicable on a per-expenditure/per-contract basis, not on an aggregated basis for unrelated activities.



PURCHASING POLICIES AND PROCEDURES

Table 1 – Procurement Limits and Contract Signature Authority

Title	Expenditure Authority	Contract Signature Authority	Competitive Process	Agreement Type
<i>Governing Board</i>	Large purchases: over \$25,000	Delegated to APCO in agenda item unless Chair signature required by vendor	Formal Competitive Process (RFP/RFQ)	Board Order and Purchase Order or Contract
<i>Air Pollution Control Officer</i>	Small purchases: up to \$25,000	Up to \$25,000 without Board authorization (no employee contracts) \$25,001 and over with Board authorization	Three Informal Bids	Purchase Order or Contract
<i>Deputy Air Pollution Control Officer (DAPCO), Director of Technical Services (DTS)</i>	Micro-purchases: up to \$5,000	Up to \$5,000 (no employee contracts)	One Informal Bid	Purchase Order or Contract
<i>Division Managers</i>	Micro-purchases: up to \$2,500	Up to \$2,500 (no employee contracts)	One Informal Bid	Purchase Order or Contract
<i>Designated Employees</i>	Micro-purchases: up to \$1,000	None	One Informal Bid	None Required



PURCHASING POLICIES AND PROCEDURES

3. GENERAL

3.1. **STANDARD OF CONDUCT** District employment is a public trust and requires all employees to maintain a special awareness of that trust. Each employee must avoid any conflict of interest or the appearance of conflict between their public employment and their private lives. They must avoid any action, whether or not specifically prohibited by this or other instruction or law, which results in or can reasonably be expected to create the appearance of:

- using public office for private gain.
- giving preferential treatment to any person or entity.
- impeding District efficiency or economy.
- losing independence or impartiality.
- making a District decision outside official channels.
- adversely affecting the confidence of the public in the integrity of the District government.

3.1.1. Appearance of Impropriety: It is not necessary to have an actual conflict of interest. The appearance of a conflict may affect the District's ability to operate. The purpose of this policy is to maintain the public's confidence in the institutional integrity of the District government and its officer and employees. Employees faced with questionable actions or decisions in this regard will disclose all relevant information to their appropriate supervisor/manager and will await that official's determination before proceeding.

3.1.2. Employee Conduct: Employees subject to this policy:

- shall not engage in personal, business, or professional activity nor hold a financial interest that conflicts with the duties and responsibilities of their position.
- shall not solicit, accept, or agree to accept any gratuity for themselves, their families, or others that results in their personal gain which may affect their impartiality in making decisions on the job. Discounts or concessions realistically available to the general population, items received that do not result in personal gain, and samples to the District used for general District use are examples of items that are not gratuities.
- shall not directly or indirectly use, take, dispose of, or allow the use, taking, or disposing of District property or resources outside the appropriate procedures.
- shall report to and discuss with the employee's immediate supervisor/manager questions, problems or potential problems.

3.2. **ORDER SPLITTING** Orders may NOT be split (smaller quantities purchased on several invoices or purchase orders rather than as a total purchase) in an effort to lower the total cost of a specific invoice to facilitate the processing or payment of a particular order. Rather, quantities purchased must be determined by District need, product availability, delivery schedules, storage capacity, and funds available for said purchase.



PURCHASING POLICIES AND PROCEDURES

3.3. SPECIFICATIONS FOR PURCHASES

- 3.3.1. The District will obtain adequate and reasonable competition for the materials, services, and Public Works projects being purchased.
- 3.3.2. All purchases shall be competitively bid whenever possible in accordance with this policy, with the understanding that competition exists not only in prices, but in technical competence of vendors, in their ability to make timely deliveries, in the quality of the performance of their product or service, and in other objective characteristics of a product or service.
- 3.3.3. Narrow or non-objective specifications that will limit the ability to competitively solicit for requirements are to be avoided, and where required, objectively and rigorously evaluated and challenged.
- 3.3.4. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals or Qualifications for the District must be excluded from competing for such procurements.
- 3.3.5. Buyers shall:
- prepare specifications where appropriate
 - promote competitive procurements and challenge unduly restrictive specifications.
 - review and approve specifications' functional performance. That is, ensure the specifications are adequate to ensure the procurement of adequate material or services.
 - ensure adequate analysis of tangible and intangible factors and document this analysis to justify restrictive specifications.
 - provide a written justification for a specific source procurement.
- 3.3.6. Types of specifications and policy regarding their use:

Brand Name Specifications are not recommended unless there is a tangible gain to the District, or unless there is a commanding intangible benefit to the District and its citizens. If limitations on the source of supply, necessary restrictions in specifications, necessary standardization, quality considerations, or other valid reasons for waiving competition appears, then purchases may be made without adherence to the competitive bidding provisions of this chapter.

Design Specifications should be closely reviewed to ensure purchase descriptions are adequate and not unduly restrictive. Performance requirements should be limited to those aspects of performance that are required for proper function.



PURCHASING POLICIES AND PROCEDURES

3.4. BID EXCEPTIONS

3.4.1. In no event shall formal bid procedures be dispensed with when required by federal or state law.

3.4.2. Grant or special funding items may have regulations that prevail over the District's policies and procedures for procurement. In the case of grant or special funding the MORE restrictive of either the District or funding agency's procedure will apply to a purchase.

3.4.3. Specific Source purchases may be made in a non-competitive manner only if the price is considered reasonable. The facts and circumstances justifying the purchase from a Specific Source must be approved by the appropriate level authority in Table 1. The following are examples of a Specific Source justification:

- One-of-a-kind: The material or service has no competitive product or service and is available from only one supplier.
- Compatibility: The material or service matches existing brand of equipment for compatibility and is only available from one supplier.
- Replacement Part: The item is a replacement part for a specific brand of existing equipment and is only available from one supplier.
- District Standards: The material or service must comply with established District standards and is only available from one supplier.
- Used: When used equipment can be acquired which meets the needs of the District and costs less.
- Cooperative Purchase: When participating in cooperative contracts with another government agency.
- Piggyback Purchase: When "piggybacking" off the pricing that was previously established by another government agency; provided the original solicitation was made in a competitive manner and awarded to the lowest responsible bidder.
- Delivery Date: Only one supplier can meet necessary delivery date requirements.
- Research continuity: The material or service is needed to maintain research continuity and is only available from one supplier.
- Unique Design: the material or service must meet physical design or quality requirements and is only available from one supplier.
- Specialized training/expertise: Staff has extensive training or expertise with the subject purchase and retraining for a different purchase would incur substantial cost in time and/or funding.
- Testing: The specific product is being ordered for testing the suitability of the product for the District's application.
- Sole Manufacturer/Distributor: The required item is only available through authorized distributors with little or no variance in price.
- Public interest: When the public interest otherwise requires that bidding be dispensed with provided the Board approves the purchase by majority vote and, as part of its approval, indicates the reasons bidding was dispensed with; or the APCO makes similar findings for purchase orders or contracts with a value of twenty-five thousand dollars or less.



PURCHASING POLICIES AND PROCEDURES

- Lack of Response: Where two bids cannot be obtained.
- Fixed charges.
- Emergency: Urgent need for the item or service does not permit solicitation of competitive bids, as in cases of emergencies, disaster, etc.

4. VENDOR SELECTION

4.1. MATERIALS AND PURCHASED SERVICES

4.1.1. Micro-Purchases: Micro-purchase means a purchase of materials and Purchased Services, the aggregate single-purchase amount of which does not exceed \$5,000. To the extent practicable, micro-purchases shall be distributed equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotes if the price is considered reasonable.

4.1.2. Small Purchases: Purchases valued at more than \$5,000 up to \$25,000 may be procured utilizing informal quotes obtained from at least three qualified vendors. Quotes may be obtained from a variety of sources, e.g. internet search, vendor price listing, verbal quotes, or written quotes. Price quotes shall be attached or included on the requisition for approval and purchase order processing; quotes shall remain with the purchase order packet.

4.1.3. Large Purchases: Procurements Over \$25,000:

All purchases of and contracts for materials and Purchased Services in excess of \$25,000 are required to be based on formal competitive bidding, require Board approval, and shall be made as outlined in Section 5.

If the purchase includes Capital or Controlled Assets, the Capital Asset and Controlled Asset policy must be followed (Section 8).

4.2. PROFESSIONAL SERVICES

4.2.1. Professional Services. Professional Services includes any type of special service or advice in financial, economic, accounting, engineering, legal, or administrative matters by persons specially trained and experienced and competent to perform the special services required (Government Code § 53060). Such services include but are not limited to architectural; engineering; environmental: scientific; financial; land surveying; construction management; audits; training services; legal services; preparation of planning or studies; technology application development; and personnel, job classification and benefit studies.

4.2.2. Professional Services purchases of any dollar amount shall be made by contract or vendor agreement.

4.2.3. Competitive Procurement. Contracts over \$25,000 require District Board approval and shall be made as outlined in Section 5.



PURCHASING POLICIES AND PROCEDURES

4.3. PUBLIC WORKS

- 4.3.1. As defined by California Public Code § 22002, Public Works projects include construction, reconstruction, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility with a cost over \$1,000. Maintenance work is not considered a Public Works project for purposes of this definition.
- 4.3.2. State law governs Public Works bidding for construction projects and generally provides for the procedures of competitive bids. Pursuant to Government Code § 22000 et seq the District has adopted the Uniform Public Construction Cost Accounting Act (UPCCAA) and the alternate procedures for bidding Public Works projects, excluding projects funded with Federal funds which must adhere to the standards set forth in the Uniform Guidance (2 CFR 200).
- 4.3.3. The District may choose to perform Public Works projects with its own staff up to the UPCCAA limit as calculated by the State of California's Cost Accounting Policies and Procedures Manual.
- 4.3.4. Projects up to \$25,000 may be undertaken by obtaining the number of informal bids as required in Table 1.
- 4.3.5. Projects greater than \$25,000 shall be undertaken according to Section 5.
- 4.3.6. Public Works purchases over \$1,000 shall be undertaken by contract or vendor agreement.
- 4.3.7. The various California codes require certain types of bonding on Public Works contracts. This policy authorizes the APCO to require or waive bonds for contracts. Generally, the specified bonds are required to minimize risk to the District. Waiving of bonds should only be authorized after review indicates such waiver will not create undue risk. The availability to waive the requirements of bonds is to facilitate awards to small and disadvantaged businesses and sole proprietorships that may not be able to obtain bonding.

5. FORMAL COMPETITIVE PROCESSES

- 5.1. **PROCUREMENT OVER \$25,000** All procurements of materials, services, and Public Works projects over \$25,000 shall employ formal competitive bidding. The APCO may grant exceptions to the formal competitive process for emergency conditions, supply limitation, or other circumstances with justification for such waiver being documented. For the purposes of Public Contract Code section 3400, the APCO has been authorized by the Board to make Specific Source findings and sign the Specific Source Justification Form for procurements of any dollar amount notwithstanding his/her authority. The APCO's granting of an exception to the competitive process does not exempt the purchase from the authority levels in Table 1 unless an emergency exists.



PURCHASING POLICIES AND PROCEDURES

5.2. EXCEPTIONS Exceptions to the formal competitive requirements are:

- emergency procurement as defined herein.
- Specific Source procurement as defined herein.
- time constraint or other circumstances where the APCO has determined it is in the best interest of the District.
- cooperative procurement arrangements with other entities.
- “piggyback” purchases or leases.

5.3. FORMAL COMPETITIVE SOLICITATIONS

5.3.1. A formal competitive solicitation may be a Request for Quotation (RFQ) or a Request for Proposal (RFP).

5.3.1. Formal competitive solicitations require hard copy paper proposals that cannot be viewed by District personnel prior to the official bid opening.

5.3.2. A legal notice inviting sealed bids and stating the materials or services to be procured and the due date, time, and place and the date, time, and place of the opening of sealed bids is required. The notice shall be published at least once per week for two consecutive weeks with the first notice being published at least fourteen (14) calendar days prior to the opening of sealed bids. Advertisement for Public Works must follow the requirements set forth in the UPCCAA.

5.4. PRE-BID CONFERENCE A pre-bid conference may be used, generally in a complex procurement, as a means of briefing prospective bidders and explaining complicated specifications and requirements to them as early as possible after the solicitation has been issued and before the bids are opened. It shall never be used as a substitute for amending a defective or ambiguous solicitation.

5.5. ADDENDA TO SOLICITATIONS

5.5.1. If it becomes necessary to make changes in quantity, specifications, delivery schedules, opening dates, etc., or to correct a defective or ambiguous solicitation, such changes shall be accomplished by an addendum to the solicitation. The fact that a change was mentioned at a pre-bid conference does not relieve the necessity for issuing an addendum. If an addendum is required that materially changes the solicitation, it must be sent a minimum of 72 hours before the time for bid opening, to everyone to whom solicitations have been furnished and shall be displayed on the District’s website.

5.5.2. Before issuing a material addendum, the period of time remaining until bid opening and the need to extend this period shall be considered. If less than 72 hours remain before bid opening, the time of bid opening shall be extended to allow bidders at least 72 hours to review the addendum and submit or resubmit bids. Such extension must be confirmed in the addendum.

5.5.3. Any information concerning a solicitation shall be furnished promptly to all prospective bidders as an addendum to the solicitation if such information is necessary for bidders to submit bids.



PURCHASING POLICIES AND PROCEDURES

5.6. CANCELLATION OF SOLICITATION BEFORE OPENING

5.6.1. The cancelation of a solicitation usually involves a loss of time, effort, and money spent by the District and bidders. Solicitations should not be canceled unless cancelation is in the public or the District's best interest.

Example 1: Where there is no longer a requirement for the materials or services.

Example 2: Where addenda to the solicitation would be of such magnitude that a new solicitation is desirable.

5.6.2. When a solicitation is canceled, bids that have been received shall be returned unopened to the bidders and notice of cancelation shall be sent to all prospective bidders to whom solicitations were issued. A general notice of cancelation shall be posted electronically on the District's website.

5.7. RELEASE OF PROCUREMENT INFORMATION

5.7.1. Before solicitation. Information concerning a proposed procurement shall not be released outside the District before solicitation except for long-range acquisition estimates in the annual budget.

5.7.2. After solicitation. Discussions with prospective bidders regarding a solicitation shall be conducted and technical or other information shall be transmitted only by the buyer or by others specifically authorized. Such personnel shall not furnish any information to a prospective bidder that alone or together with other information may afford an advantage over others.

5.7.3. During negotiations. Information contained in proposals shall not be released until negotiations have been completed and a recommendation is forwarded to the Board or other approving authority. Such information shall be transmitted only by the buyer or by others specifically authorized.

5.7.4. Confidential information. If any information in a bid or proposal is claimed to be confidential by the bidder or proposer, and such information is clearly identified in the bid or proposal as confidential, along with a statement of the basis of the claim, then a copy of any Public Records Act request or other request for disclosure of the information will be sent to the bidder or proposer. At its sole cost and expense, the bidder or proposer may seek, within the required timeframe for disclosure, to enjoin the production of the information it claims to be confidential. The bidder or proposer must defend, indemnify and hold harmless the District for any costs associated with withholding the information.

5.8. MODIFICATION OR WITHDRAWAL OF BIDS

5.8.1. Bids may be modified or withdrawn if notice is received not later than the time set for opening of bids.

5.8.2. If withdrawn prior to the time set for the bid opening, the data received shall not be evaluated.



PURCHASING POLICIES AND PROCEDURES

5.8.3. Any bid, modification, or withdrawal of a bid received at the District office after the exact time specified for receipt of bids is “late” and will not be considered.

5.9. OPENING OF BIDS

5.9.1. Bids will be opened in the presence of any two of the following: APCO, DAPCO, Clerk of the Board, any Division Manager, Buyer.

5.9.2. One of the positions above shall announce that the time for submitting bids has closed, at the time specified in the bid solicitation. The member shall then publicly open all bids received before that time.

5.9.3. If a bidder is present:

- Bids in response to an RFQ shall have the total price read aloud.
- Bids in response to an RFP shall have only the name of the bidders read aloud; pricing information remains confidential until the conclusion of negotiations.

5.10. RECORDING OF BIDS Listing of Bids containing the names of bidders and the bid amount shall be available for public inspection, subject to the same conditions as Section 5.9.3.

5.11. REQUEST FOR QUOTATIONS (RFQ) AWARDS

5.11.1. Recommendation of award of competitive bids shall be made by the Buyer for the lowest responsible and responsive bidder.

5.11.2. Notice of Award will be sent by the Buyer to the successful bidder if approved by the Governing Board (or the APCO, in emergency situations). Unsuccessful bidders will be notified through electronic correspondence or mail.

5.12. REQUEST FOR PROPOSALS (RFP) AWARDS

5.12.1. After evaluation and selection of the proposal that is in the District’s best interest, the Buyer may initiate negotiations with the selected vendor. Should negotiations not be successful, the Buyer may move on to the next-ranked, responsible and responsive bidder. This may continue until a successful contract is negotiated, or until no responsible and responsive bidders remain.

5.12.2. Recommendation of award of competitive proposals shall be made to the offeror of the proposal that the District determines is in the District’s best interest after consideration of all evaluation factors that were set forth in the Request for Proposal, upon approval by the Governing Board (or the APCO, in emergency situations).

5.12.3. Notice of Award will be sent by the Buyer. The Buyer will also be responsible for notifying all unsuccessful proposers either by mail or email.



PURCHASING POLICIES AND PROCEDURES

5.13. REJECTION OF INDIVIDUAL BIDS

- 5.13.1. Any bid that fails to conform to the essential requirements of the solicitation shall be rejected.
- 5.13.2. Any bid that does not conform to the applicable specifications shall be rejected unless the solicitation authorized the submission of alternate bids and the supplies offered as alternates meet the requirements specified in the solicitation.
- 5.13.3. Any bid that fails to conform to the delivery schedule or permissible alternates stated in the solicitation shall be rejected.
- 5.13.4. A bid shall be rejected when the bidder imposes conditions that would modify requirements of the solicitation or limit the bidder's liability to the District. For example, bids shall be rejected in which the bidder:
 - a) fails to state a price or indicates that the price shall be the "price in effect at time of delivery"; or
 - b) limits rights of the District under any contract clause.
- 5.13.5. Any bid may be rejected if the District determines that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the bid, but the prices for individual line items as well.
- 5.13.6. Any bid may be rejected if the prices for any items are materially unbalanced.
- 5.13.7. When a bid guarantee is required and a bidder fails to furnish the guarantee in accordance with the requirements of the Solicitation for Bids, the bid shall be rejected.
- 5.13.8. A bid shall be rejected if the bidder is found not responsible. Prior to finding a bidder not responsible, the Buyer shall notify the bidder of any evidence reflecting upon the bidder's responsibility, afford the bidder an opportunity to rebut such adverse evidence, and permit the bidder to present evidence of qualification.
- 5.13.9. An RFP bid may be rejected after being deemed responsible and responsive if negotiations fail to result in an agreement.

5.14. CONTRACTOR QUALIFICATIONS

- 5.14.1. Purchases shall be made from, and contracts shall be awarded to, responsible contractors only. A prospective contractor must affirmatively demonstrate its responsibility, including, when necessary, the responsibility of its proposed subcontractors.
- 5.14.2. The District reserves the right to evaluate the qualifications of contractors submitting bids or proposals and to determine whether the lowest offer is in the best interest of the District.



PURCHASING POLICIES AND PROCEDURES

5.14.3. To be determined responsible, a prospective contractor must:

- a.) have adequate financial resources to perform the contract, or the ability to obtain them; and
- b.) be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments; and
- c.) have a satisfactory performance record. A prospective contractor shall not be determined responsible or non-responsible solely based on a lack of relevant performance history; and
- d.) have a satisfactory record of integrity and business ethics; and
- e.) have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; and
- f.) have demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract.

5.14.4. All contractors shall possess all applicable licenses required by local, County, and State agencies and appropriate insurance set forth in the solicitation.

5.14.5. The District may at its discretion prequalify contractors through a uniform, unbiased prequalification process and may limit bids or proposals it receives to the prequalified contractors.

5.15. **MINOR INFORMALITIES OR IRREGULARITIES IN BIDS** A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the solicitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when there is no effect on price, quantity, quality, or delivery. The District may give the bidder an opportunity to cure any immaterial deviation and waive the deficiency or reject the bid, at the District's discretion.

5.16. **MISTAKES IN BIDS**

5.16.1. After the opening of bids, the District shall examine the low bid for mistakes. In cases of apparent mistakes and in cases where the District has reason to believe that a mistake may have been made, the Buyer shall request from the bidder a verification of the bid, calling attention to the suspected mistake.

5.16.2. The bid may be withdrawn if the bidder can establish to the satisfaction of the District that:

- a.) a mistake was made; and
- b.) the bidder gave the District written notice within (5) working days after the opening of bids of the mistake, specifying in the notice in detail how the mistake occurred; and



PURCHASING POLICIES AND PROCEDURES

c.) the mistake made the bid materially different than the bidder intended it to be; and

d.) the mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the contract documents.

5.16.3. The Buyer may accept the withdrawal of a bid if it is deemed in the best interest of the District.

5.16.4. A bidder who claims a mistake or is otherwise relieved of its bid is prohibited from participating in further bidding or participation on the project on which the mistake was claimed or its bid withdrawn.

5.17. **EQUAL LOW BIDS** When two or more low bids are equal in all respects, award shall be made by a drawing of names or flipping of a coin between those bidders. If time permits, the bidders involved shall be given an opportunity to attend the drawing. The drawing shall be witnessed by at least three persons listed in Section 5.9.1.

5.18. **REJECTION OF ALL BIDS**

5.18.1. The District expressly reserves the right to reject any or all bids. When it is determined necessary to reject all bids, the Buyer shall notify each bidder electronically or by mail that all bids have been rejected.

5.18.2. In the event that all bids are rejected, the District Board may pass a resolution declaring that the project can be performed more economically by District personnel or that a contract can be negotiated for a lower price via informal solicitation than that submitted by the lowest qualified bidder. If the District Board fails to pass the resolution, the project shall be re-advertised for bids or abandoned.

5.18.3. If, after re-advertising, the Board rejects all bids, the District may proceed with the project using District personnel, informal solicitation, or it may re-advertise.

5.19. **BID PROTEST PROCEDURES**

5.19.1. Bidders have an obligation to adhere to review timeframes and to submit appropriate documentation to support their concerns.

5.19.2. Bidder's formal Protest must:

- cite the legal basis for the review request; and
- ensure the firm/person submitting the protest has responded to the contract in question; and
- Reference relevant documentation that will support their case; and
- Reference the solicitation number and the appropriate sections and page numbers.



PURCHASING POLICIES AND PROCEDURES

5.19.3. A review may be granted if the Protest is submitted within three (3) business days of award notification and the following criteria are met:

- The firm/person submitting Protest is a bidder; and
- The Protest review request alleges that:
 - a) Bidder submitted a responsive solicitation that was erroneously disqualified; or
 - b) Bidder's solicitation should have been the lowest cost, responsive and responsible, best value bidder or ranked the highest rated bidder and was not selected for contract award; and
- The Protest itemizes in appropriate detail and with factual reasons, the grounds for review as set forth below:
 - a) The Protest must assert that Purchasing made an error in disqualifying the bidder; or
 - b) The Protest must assert that Purchasing failed to follow policy and/or procedures; or
 - c) The Protest must assert that Purchasing made identifiable mathematical or other errors in the evaluation process; or
 - d) The Protest must assert that Purchasing demonstrated bias in the conduct of the evaluation.

5.19.4. Unless State or Federal statutes or regulations otherwise provide, the review of any determination or action will be conducted by the APCO and be limited to the following:

- a) review of Solicitation Requirements.
- b) review of Disqualified Proposal.
- c) review of Proposed Vendor Selection Criteria.

5.19.5. The APCO's decision shall be final.

5.20. CONTRACT SPECIFICATIONS

5.20.1. The District shall make a contract award by written or electronic notice as specified in the bid documents. Award shall not be made until all required approvals have been obtained.

5.20.2. Award may be made notwithstanding the limited number of bids.

5.20.3. Award shall be made by mailing, electronic communication, or otherwise furnishing a properly executed award document to the successful bidder.

5.20.4. When more than one award results from any single solicitation, separate award documents shall be executed.

5.20.5. All provisions of the solicitation shall be clearly and accurately set forth (either expressly or by reference) in the award document.



PURCHASING POLICIES AND PROCEDURES

6. PROCUREMENT DOCUMENTS

6.1. **PURCHASES UNDER \$1,000** Purchases under \$1,000 do not require a Procurement Document.

6.2. REQUISITIONS AND PURCHASE ORDERS

6.2.1. A Requisition is a method of communicating the needs of the District buyer to the Finance Division when a demand for purchased services or materials exists. The Requisition must include the information defined in the Procedures of this policy (see Section 6.2.6. et seq.).

6.2.2. A Purchase Order (PO) is generated by the Finance Division in response to a Requisition as a written confirmation of an order between the supplier and the District.

6.2.3. A Purchase Order (PO) is written authorization from the District to a specific vendor to deliver specific goods or services at a pre-determined price, quantity, and/or length of time. The assignment of a Purchase Order Number (PO#) and the signature of the APCO is evidence of authorization to proceed with the purchase.

6.2.4. A Purchase Order is necessary for all Materials and Purchased Services orders in excess of \$1,000 dollars except for purchases involving “fixed charges”. All applicable purchasing policies must continue to be adhered to. For example, Table 1 authorization requirements still apply.

6.2.5. A Purchase Order will not be issued by the District for any purchase totaling less than \$1,000 dollars, unless the Vendor will not accept an order for goods or services without a purchase order from the District, or if the item is a controlled asset and the custodian requires a PO for tracking purposes.

6.2.6. Procedures for Requisitions and Purchase Orders

Requisitions:

- (a) **Requisitions must be completed by District staff and approved at the correct level of authority** (see Table 1), **and a Purchase Order issued, before the purchase is made.** All grant-funded items must have the approval of appropriate grant manager prior to submission to the Finance Division for processing the Requisition to insure compliance with all grant-funding requirements and to ensure that funds are available from the funding source for payment.
- (b) Requisitions must contain complete information so the Finance Division will have a clear understanding of the services or supplies requested and the necessary information of funding and proper approvals. Please refer to requisition form for further clarification.
- (c) When submitting a Requisition, the basis for the vendor selection must be documented. If vendor selection is a Specific Source purchase (over \$5000), a Specific Source Justification



PURCHASING POLICIES AND PROCEDURES

must be attached to the Requisition. If vendor selection is based on other factors, those factors must be documented on the Requisition.

- (d) A completed Requisition will be submitted to the Finance Division for review and processing. Requisitions will be reviewed by the Finance Division for completeness; incomplete Requisitions will be rejected by the Finance Division and returned to the buyer for correction.
- (e) Complete Requisitions will be readied for entry and processing by the Finance Division into a Purchase Order.

Purchase Orders (PO):

- (a) When the Purchase Requisition has been approved by the appropriate authority in Table 1 and submitted to the Finance Division, a Purchase order will be generated, and a copy will reside in the Finance Division to reference when an invoice is later presented for processing a payment to the Vendor.
- (b) A hard copy of the Purchase Order may be distributed to the following, as needed:
 - Finance Department
 - District Buyer
 - Vendor

6.3. CONTRACTS AND VENDOR AGREEMENTS

- 6.3.1. The District maintains standard contracts for use in procurement of services. These contracts delineate the offer, acceptance, consideration, competence/capacity, mutual consent, legality, and risk transfer required for all service contracts.
- 6.3.2. The District may also agree to purchase services via Vendor-supplied documents that may include contracts, service agreements, retainer letters, or any other legally binding documents.
- 6.3.3. Contracts and Vendor Agreements must be signed by the appropriate authority level for the purchase (See Table 1).
- 6.3.4. Multiple-Year Contracts are allowed when in the best interests of the District as determined and executed by the Air Pollution Control Officer. For purposes of procurement authorization, the dollar value of a Multiple Year Contract shall be the total contract value, including optional renewal periods. Once initially approved in accordance with the Policy requirements, any optional renewals may then be authorized by the Air Pollution Control Officer at the time of renewal, regardless of the dollar amount, provided the pre-priced option is consistent with the terms of the contract as initially approved.



PURCHASING POLICIES AND PROCEDURES

- 6.4. **CHANGE ORDERS/CONTRACT AMENDMENTS** Change Orders/Contract Amendments may be issued from time to time as required by changes in the specifications or conditions of a project, services performed, or materials issued.

6.4.1. Change Orders – Purchase Order (PO) Only. A revised Purchase Requisition must be completed and approved at the appropriate authorization levels under Table 1 for any Change Order request exceeding the original amount of the issued Purchase Order by more than 10%. Board approval is required for Change Orders resulting in a total Purchase Order amount over \$27,500. The Finance Division will issue a Revised Purchase Order based on the approved revised Requisition.

6.4.2. Contract Amendments – Formal Contracts and Vendor Agreements.

- (a) For Contracts originally up to \$25,000:
Contract Amendments can be approved by the appropriate authorization levels as outlined in Table 1. The original contract amount plus any amendments determine the authorization level required in Table 1. The APCO's approval authority is extended to \$27,500 to include any amendments.

Board approval is required for Contract Amendment requests resulting in a total Contract amount over \$27,500.

- (b) For Contracts originally \$25,001 and over:
Contract Amendments up to 10% (to a maximum additional \$25,000) of the original Contract amount can be approved by the APCO without Board approval.

Board approval is required for Contract Amendment requests exceeding the original Contract amount by more than 10% or resulting in a greater than \$25,000 increase.

6.4.3. A Change Order/Contract Amendment exceeding the monetary limits set forth in this article may be authorized by the Air Pollution Control Officer prior to Board approval if, in the Air Pollution Control Officer's determination, any of the following circumstances exist:

- a delay in Change Order/Contract Amendment authorization could result in a negative financial impact to the District; or
- a delay in Change Order/Contract Amendment authorization could result in damage to or impairment of the operations of a District facility; or
- an Emergency exists which requires immediate work/services.

6.4.4. The Board shall be notified of any Change Order/Contract Amendment authorization exceeding the Air Pollution Control Officer's authorization limit in Table 1 at the next regularly scheduled Board meeting.



PURCHASING POLICIES AND PROCEDURES

7. PAYMENT

7.1. PETTY CASH

7.1.1. Purchases made by District personnel for materials or purchased services in the amount of \$100.00 or less may be accomplished by the use of petty cash on a cash advance or reimbursement basis.

7.1.2. Petty Cash/Cash Advance: Divisions requiring materials or purchased services may receive a cash advance for the purchase. The Division will submit a properly prepared Petty Cash form.

- (a) The form will clearly state the purpose of the petty cash and will have the appropriate account number coded on the form.
- (b) The form will be reviewed and approved by the buyer's supervisor/manager.
- (c) Once approved, the form can be delivered to the petty cash custodian, who will issue funds as indicated on the approved form.
- (d) The vendor will submit a cash register receipt or invoice covering the purchase to the requestor making the purchase.
- (e) The buyer will deliver the petty cash form and the receipt or invoice to the petty cash custodian as proof of purchase and for reconciliation of funds issued.

7.2. REIMBURSEMENT Divisions requiring materials or purchased services may receive reimbursement for purchases made with personal funds. Purchases by way of reimbursement is not encouraged and should only be used when no other means of acquisition is available.

7.2.1. Reimbursements up to \$1,000. The buyer will submit a properly prepared Check Request form to the Accounts Payable Division.

- (a) The Check Request will clearly define the items purchased and shall be properly coded with the appropriate account number and the correct authority level signature (see Table 1).
- (b) Cash register receipt, invoice, or statement of transaction, and packing slip describing the purchase must be attached to the completed Check Request.
- (c) The Check Request with attached receipt will be sent to the Finance Division.
- (d) Reimbursement will be made by check to the employee on the next scheduled check disbursement by the Finance Division.



PURCHASING POLICIES AND PROCEDURES

7.2.2. Reimbursements over \$1,000. **This should only occur in emergency situations, as a Purchase Requisition is required by this policy PRIOR to purchases over \$1,000.**

- (a) The buyer will submit a properly prepared Purchase Requisition in accordance with this manual.
- (b) The Requisition will clearly define the items or services purchased and shall be properly coded with the appropriate account number and the correct authority level signature (see Table 1).
- (c) Cash register receipt, invoice, or statement of the transaction and the packing slip describing the purchase must be attached to the completed Requisition.
- (d) The Requisition with attached receipt will be sent to the Finance Division.
- (e) Reimbursement will be made by check to the employee on the next scheduled check disbursement by the Finance Division.

7.3. **CREDIT CARD USE** The District has established a credit card program for small-dollar purchases, online purchases, one-time buys, travel expenses, and special circumstances. Credit cards cannot be used for the purchase of Public Works projects or Professional Services. The buyer's credit card limit establishes the limit for using the credit card versus requesting a check for payment. The authority levels for approval from Table 1 as well as all other sections of this policy still apply.

7.3.1. Credit Cards may be used for the following and other similar small dollar expenditures:

- small dollar purchases or non-agreement items required to complete in-progress jobs.
- small dollar emergency items.
- when normal procurement procedures do not meet an immediate need. For example, purchasing materials to complete after hours jobs.
- as an alternative to small dollar purchase orders or petty cash procedures.
- lodging.
- fuel for District vehicles.
- District vehicle repairs.
- tolls, transportation fees, or fares.
- food or beverages for District meetings.

7.3.2. Credit Cards may not be used for the following:

- personal purchases of any kind.
- cash advances.
- wire transfer of funds.
- capital asset items.
- personal or consulting services.



PURCHASING POLICIES AND PROCEDURES

- entertainment.
- by anyone other than the cardholder.
- splitting purchases to exceed established single transaction dollar threshold amounts.
- public works projects.
- fuel for personal vehicles, even while on District travel.
- personal food or beverages while on District travel.
- fines.

7.3.3. The Finance Division will serve as the overall administrator of the Credit Card Program. The Finance Division will monitor and ensure compliance with program policies and maintain a central listing of program participants.

7.3.4. Each Division Manager who has subordinate staff using the Credit Card will be responsible to oversee all aspects of the Credit Card Program within their respective Division. The Division Manager will be responsible for:

- (a) approving which staff members will be issued credit cards; and
- (b) approving payment for monthly billing transactions.

7.3.5. All authorized employees will be required to sign an Employee Acknowledgement Agreement, should an authorized cardholder resign, retire or otherwise leave District service, a memorandum to remove the employee as an authorized user should be sent from the Division Manager to the Finance Division. The card will be collected by the appropriate custodian and returned to the Finance Division for disposal.

7.3.6. Each card holder will be responsible for:

- (a) the security of their credit card at all times. Authorized cardholders must be aware of the possibility of fraudulent use and shall make every effort to keep the card secure.
- (b) all card activity and submittal of completed documentation to the Finance Division for review and approval.
- (c) if any card is lost or stolen, it is the responsibility of the employee who is assigned the card to immediately notify the Bank on the 24-hour customer service number. Until the Bank is notified, the District is liable for all purchases made. The cardholder's supervisor and the Finance Division must also be notified, as soon as possible, if a card is lost, stolen or damaged.
- (d) securing documentation and receipts for all transactions for reconciliation.
- (e) making sure that the quantity, full description of item(s), price, and total of any and all items are on the charge slip or an itemized invoice or other receipt from the vendor prior to signing the charge receipt.



PURCHASING POLICIES AND PROCEDURES

- (f) verifying his/her order is correct and that the amount charged is accurate before leaving the vendor. The cardholder is responsible for resolving any disputes at the merchant/vendor level prior to leaving the vendor's facility. If merchandise is returned or if there is any adjustment to the charge, a copy of the credit slip indicating the adjustment must be obtained and submitted to the Finance Division.
- (g) immediately documenting in writing if a dispute cannot be resolved at the merchant level. The item in question should be circled on the receipt, and an explanation of the discrepancy shall be noted and forwarded to the cardholder's supervisor for review
- (h) if the card is rejected at a point of sale, users can make the purchase via another method (e.g., petty cash, store credit when available, etc.). The cardholder should notify his/her supervisor to report the rejection, reason for rejection, and the vendor's name. Reasons for rejection could include the cardholder exceeding their daily, monthly, or transaction dollar limit.

7.3.7. Dollar Thresholds and Limitations: Splitting transactions to exceed the single transaction dollar maximum is prohibited.

7.3.8. Failure to comply with these procedures will result in card privileges being revoked. Misuse or fraudulent use of the card may result in formal disciplinary action.

- 7.4. **CHECK REQUEST** Invoices that are not paid by petty cash, reimbursement, or credit card shall be approved by the correct authority level in Table 1, the PO number or Contract/Vendor Agreement information noted by the signature (if applicable) and forwarded to the Finance Division for payment processing via check.

8. CAPITAL ASSETS AND CONTROLLED ASSETS

- 8.1. **CAPITAL ASSET** A Capital Asset is defined by the District as any tangible or intangible asset used in operations with a value of \$5,000 or more that has a useful life over 2 years. Examples of Capital Assets are equipment, vehicles, tools, electronics, and copiers.

8.1.1. The Finance Division shall be responsible for all inventory control of Capital Asset items. This shall include the assignment and reassignment of District Property Tags to District equipment and vehicles. Numbered District Property Tags will be issued to new equipment and vehicles valued over \$5,000 dollars and will be retired when equipment and vehicles are disposed of through standard Purchasing Procedures as described in Section 9 of this manual.

8.1.2. Each asset is assigned a custodian who is responsible for the care of the asset and shall coordinate with the Finance Division on the assignment, transfer, or disposal of the asset.



PURCHASING POLICIES AND PROCEDURES

8.1.3. In general, any item purchased through the Capital funds accounts will be placed on the District Inventory and labeled with a District Property Tag. The Finance Division will be supplied with a serial number, make, and model of the item purchased by the buyer or by means of the invoice.

8.1.4. At the discretion of the APCO or his/her designee, each Division may be required to do an annual physical inventory of Capital Assets based on the asset list provided by the Finance Division.

8.2. **CONTROLLED ASSET** A Controlled Asset is one that has a value under \$5,000 a useful life over 2 years and has either a legal requirement for a higher level of accountability (e.g., items acquired through grant contracts) or requires special attention to compensate for a heightened risk of theft.

8.2.1. Controlled Assets shall be tracked by the appropriate Division Manager (custodial manager) where the assets are utilized. Each custodial manager shall maintain an accurate, updated list, and purchase documentation of equipment and location/user for audit purposes. Each Controlled Asset shall have a District property tag affixed to it upon purchase. The tag may be numbered to facilitate tracking for the custodial manager.

8.2.2. At the discretion of the APCO or his/her designee, each Division may be required to do an annual physical inventory of Controlled Assets based on the asset list maintained by the custodial manager.

9. DISPOSITION OF SURPLUS/SCRAP EQUIPMENT, SUPPLIES, MATERIALS, AND ASSETS

9.1. **PERIODIC REVIEW OF MATERIALS** District Divisions shall periodically review inventories of materials to identify surplus and scrap material and act as outlined herein to remove it from work centers.

9.1.1. After determining material is surplus, the manager in whose custody the material resides will notify the Finance Division, in writing, of the situation and request disposition.

9.1.2. Prior to submitting the request for disposal to the Finance Division, the user Division should obtain the approval of the original funding agency, if required, and attach proof of authorization to the disposal form. It is the user Division's responsibility to advise the Finance Division of any grant/special funding source regulations regarding the disposal of equipment.

9.1.3. If the item to be disposed is a Capital Asset, the manager shall complete a Capital Asset Disposal Form and submit to the Finance Division. Disposal of Capital Assets requires Governing Board approval (See Section 9.7).

9.2. **APCO AUTHORITY TO DISPOSE** The APCO or his/her designee has the authority to dispose of District property that is not a Capital Asset by means that best serves the public good. This can be defined as sale by auction, trade, donation, disposal, or whatever means that best serves the District's needs.



PURCHASING POLICIES AND PROCEDURES

- 9.3. **FINANCE DIVISION** Upon receipt of notification by the Generating Division of surplus to be disposed, the Finance Division will review the notice and make an initial determination as to handling of the material. The Finance Division will also determine the initial surplus plan. This information will be conveyed to the originating Division, and the transfer of the material arranged, if appropriate.
- 9.4. **SCRAP** Material clearly identified as scrap (no reuse and little intrinsic value or market) will be discarded or recycled.
- 9.5. **SURPLUS (NON-CAPITAL ASSET)** The proper disposition of surplus is reuse by another District Division. If no internal reuse is available, donation to another government entity or not-for-profit is appropriate.
- 9.6. **SURPLUS PLAN** The disposition of non-capital assets may be done by individual item or in bulk. The plan will depend on the type and volume of surplus to be disposed, and the plan will not favor one receiving agency over another.
- 9.7. **DISPOSAL OF CAPITAL ASSETS** The Governing Board must approve the disposition of Capital Assets.
- 9.7.1. Individual Capital Assets with an estimated value of less than \$1,500 shall be donated to other government agencies or non-profits, unless an aggregate amount of Capital Assets to be disposed of exists in excess of \$1,500, in which case an action shall be scheduled.
- 9.7.2. Capital Assets which have an estimated valued over \$1,500 will be scheduled for sale through auction.
- 9.7.3. Every attempt shall be made to consolidate auctions of items in order to minimize staff time and advertising costs for disposal of Capital Assets.
- 9.7.4. Proceeds from the auction or sale of assets shall be deposited to the General Fund per California Health and Safety Code Section 40701(e).
- 9.8. **SELLING TO DISTRICT EMPLOYEES** In order to avoid a conflict or appearance of conflict between their public employment and their private lives, in the eyes of the public, it is the policy of the District to not sell surplus or scrap material to an employee.



PURCHASING POLICIES AND PROCEDURES

10. DEFINITIONS

Bid (proposal, quote): written or verbal price furnished by a vendor.

Bidder: A vendor participating in a procurement by furnishing a written or verbal price.

Buyer: The District employee initiating the procurement.

Capital Asset: any tangible or intangible asset used in operations valued over \$5,000 that has a useful life over 2 years. Examples of Capital Assets are equipment, vehicles, tools, electronics, and copiers.

Change Order: A change order is work that is added to or deleted from the original scope of work of a contract or purchase order. Depending on the magnitude of the change, it may or may not alter the original contract amount and/or completion date.

Competitive Bidding: Transparent procurement method in which bids from competing contractors, suppliers, or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed contract as well as the criteria by which the bids will be evaluated. Competitive bidding aims at obtaining goods and services at the lowest prices by stimulating competition, and by preventing favoritism.

Contract: A business arrangement for the supply of goods or services at a fixed price.

Contract Amendment: An addition, deletion, correction, or similar change to an existing contract. An amendment does not replace the whole contract, just the portion that is amended.

Contractor (vendor): Individual, firm, partnership, corporation, association, or other legal entity that bids or provides material, services, or Public Works required by the District.

Controlled Assets: An asset that has a value under \$5,000, a useful life over 2 years, and has either a legal requirement for a higher level of accountability (e.g., items acquired through grant contracts) or requires special attention to compensate for a heightened risk of theft.

Cooperative Contract: also known as cooperative procurements or cooperative agreements — are agreements between the government and businesses, created in order to lower the costs of procuring goods or services that multiple entities commonly need.

Custodial Manager: The Division Manager responsible for Capital or Controlled Assets used in his/her division.

District: Great Basin Unified Air Pollution Control District.

Division: A grouping of District employees headed by a Division Manager to perform specific aspects of District work.



PURCHASING POLICIES AND PROCEDURES

Division Manager: Administrative Projects Manager, Senior Scientist, Air Monitoring Specialist, or Senior Research & Systems Analyst.

Emergency: Urgent need for the item or service does not permit solicitation of competitive bids, as the situation requires the District to make a procurement more quickly to prevent hazard to life, health, safety, welfare, or property or to avoid undue additional cost to the District.

Finance Division: The District Division responsible for the processing of procurement and financial transactions.

Fixed Charges: Purchases not readily adaptable to the open market and bidding processes may be eligible for exemption from competitive pricing. These purchases include, but are not limited to, utilities, subscriptions, membership dues, software licenses, advertisements and legal notices, temporary services, insurance premiums or claims, bond premiums, travel expenses, vehicle parts (not accessories) and maintenance, attorney services, postage, debt services, grants, courier/delivery/messenger services, claim settlements, expense reimbursements, petty cash reimbursements, medical payments, real property rent or leases, property or services provided by or through other governmental agencies, services of which the price is fixed by law, cooperative bids, piggyback bids, or multiple-awarded bids.

Formal Bid: Written bid, completed in conformance with a prescribed format, submitted in a sealed envelope to be opened on a specified date and time.

Informal Bid: Unsealed, competitive bid submitted verbally, in writing, or by general advertisement.

Large Purchases: Procurements over \$25,000.

Legal Notice: Constructive notice to the general public published in the newspaper and posted on the District's website to inform anyone interested in a legal process that is occurring.

Materials: The collective term for materials, equipment, and supplies.

Micro-Purchases: a purchase of materials and Purchased Services, the aggregate amount of which does not exceed \$5,000.

Multiple-Year Contract: A contract that has a term which includes more than one fiscal year.

Piggyback Contract: Contracts issued by individual governmental entities that allow other jurisdictions to use the contract (i.e., to "piggyback" on the contract terms and prices) they established. The contracting jurisdiction must include piggyback language in the contract and the vendor must agree.

Procurement: The process of finding and agreeing to terms and acquiring materials and goods from an external source. Shall include the renting, leasing, buying, licensing, or trade of materials or services.

Procurement Document: Purchase Requisition, Purchase Order, Contract, Vendor Agreement.



PURCHASING POLICIES AND PROCEDURES

Professional Services: Professional Services includes any type of special service or advice in financial, economic, accounting, engineering, scientific, legal, or administrative matters by persons specially trained and experienced and competent to perform the special services required (Government Code § 53060).

Proposal (bid, quote): written or verbal price furnished by a vendor.

Public Notice: Notice given to the public regarding certain types of legal proceedings.

Public Works: in general means construction, alteration, demolition, installation, or repair work done under contract and paid in whole or in part out of public funds with a cost over \$1,000. It can include preconstruction and post-construction activities related to a public works project. For a full definition of public works refer to Labor Code section 1720.

Purchased Services: Purchased services are those provided by vendors for routine, necessary, and continuing functions of the District, mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the District's day-to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making.

Purchase Order: is a commercial document and first official offer issued by a buyer to a seller indicating types, quantities, and agreed prices for products or services. It is used to control and document the purchasing of products and services from external suppliers.

Purchase Requisition: a document used when a buyer needs to make a purchase on behalf of the District. It is a document that is used to inform division managers and the Finance Division of the decision so that the purchasing process can begin.

Quote (bid, proposal): written or verbal price furnished by a vendor.

Request for Proposal (RFP): is a document that solicits a proposal, often made through a bidding process, for procurement of a material, service, or valuable asset, to potential suppliers to submit business proposals. An RFP is used where the request requires technical expertise, specialized capability, or where the product or service being requested does not yet exist, and the proposal may require research and development to create whatever is being requested.

Request for Quotation (RFQ): is a request to contractors or equipment suppliers, through a bidding process, to submit a quotation on a specific project to be realized or product or service to be furnished. The RFQ is focused on pricing and not on ideas or concepts. RFQs are generally used where the item or services sought are definable, but various types or methods exist which lead to the same goal.

Sealed Bids: a document enclosed in a sealed envelope and is submitted in response to an RFP or RFQ. Sealed bids shall remain sealed until the publicized bid opening.

Small Purchases: Purchases valued at more than \$5,000 up to \$25,000.



PURCHASING POLICIES AND PROCEDURES

Specific Source: A procurement in which only one manufacturer, provider, or vendor can provide the material and/or perform the services required due to facts and circumstances that must be enumerated and justified.

Surplus: District property that is no longer used or needed to perform District functions.

Uniform Public Construction Cost Accounting Act (UPCCAA): Legislation enacted in 1983 to help promote uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state. The Act is a voluntary program in which the District has opted to participate.

Vendor (contractor): Individual, firm, partnership, corporation, association, or other legal entity that bids or provides material, services, or Public Works required by the District.

Vendor Agreement: A written contract or agreement supplied by the vendor.



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: May 2, 2019

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Adoption of the Uniform Public Construction Cost Accounting
Procedures Resolution

Summary:

The California Public Contract Code (“PCC”) generally requires that government agencies competitively bid public projects when the value of the project exceeds \$5,000. However, entities can pass a resolution electing to become subject to the relaxed bidding requirements of the Uniform Public Construction Cost Accounting Act (UPCCAA) and dispense with formal bidding procedures for smaller public projects. Effective January 1, 2019, AB 2249 amended PCC § 22032 to provide that:

- Public projects valued at \$60,000 (increased from \$45,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.
- Public projects valued at \$200,000 (increased from \$175,000) or less may be let to contract by informal procedures.
- Public projects of more than \$200,000 (increased from \$175,000) generally must be let to contract by formal bidding procedure.

Therefore, agencies that elect to be subject to the UPCCAA need not formally bid public projects that are valued at \$200,000 or less, thus giving agencies more flexibility and efficiency in public contracting.

Should the Board agree to adopt the UPCCAA, the District’s Purchasing Policy with lower thresholds for informal (up to \$25,000) and formal (>\$25,000) bidding would still apply and be adhered to. Adoption of the UPCCAA would be helpful for the instances when staff is skilled and able to do minor public projects, such as creating a concrete pad for a shelter, which may exceed the current \$5,000 requirement to go out to bid. Under the UPCCAA, staff would be able to do this type of work in-house if the cost is under \$60,000.

Additional requirements of the UPCCAA are:

(1) For public projects performed by District staff, the Cost Accounting Policies and Procedures must be followed to ensure the project does not exceed the force account limit of \$60,000.

Staff will most likely not be doing any work in-house that would near \$60,000. On the off-chance that a project of that size is done in-house, the procedures are very clear and easy to follow.

(2) For public projects required to be let to contract by formal bidding procedure, specific clearinghouses designated by the state must be notified of each project.

These clearinghouses act as one more advertising venue for contractors to become aware of our projects and may stimulate response and competition. Listing with the clearinghouses is free.

Fiscal Impact:

There is no quantifiable fiscal impact for adopting the policy. Work flow would be streamlined, and savings may be seen on a project-level basis.

Board Action:

Staff recommends the Governing Board adopt attached Resolution 2019-03.

Attachment:

1. Resolution 2019-03 in the matter of Uniform Public Construction Cost Accounting Procedures

**RESOLUTION OF THE GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
STATE OF CALIFORNIA
IN THE MATTER OF
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES**

Resolution Number: 2019-03

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide for a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, Public Contract Code section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard;

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

NOW, THEREFORE, BE IT RESOLVED that the GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT of Bishop, California, hereby elects under Public Contract Code Section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the Administrative Projects Manager notify the State Controller forthwith of this election.

This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this 2nd day of May 2019 by the following vote:

AYES:

NOES:

ABSENT:

Tori DeHaven

Clerk of the Board
Title

Bridgeport, County of Mono



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: May 2, 2019

To: District Governing Board

From: Chris Lanane, Air Monitoring Specialist

Subject: Adoption of 2019 Annual Air Quality Monitoring Network Plan

Summary:

Federal regulations require an annual review of the District's ambient air monitoring network plan as a means to identify needs for additions, relocations, or terminations of monitoring stations or instrumentation. The attached District Annual Air Quality Monitoring Network Plan (AMNP) provides detailed information about the District's monitoring network for 2019. Typically, the State of California Air Resources Board (ARB) incorporates the District's monitoring network into their statewide annual network plan as well. Inclusion of the District's network in the ARB plan does not preclude the District from producing a plan of its own. District staff has produced this plan that provides more specific detail regarding the District's monitoring network than the more general ARB plan.

The District made the plan available for public inspection and comment beginning March 30, 2019, for the 30-day statutory public inspection period in accordance with Title 40 of the Code of Federal Regulations, Part 58.10. Legal notices were published in the Inyo Register, the Sheet, and in the Tahoe Daily Tribune on March 30, 2019. The document was available on the District's website and at the District's Bishop office for inspection March 29, 2019. The public inspection period will close on May 2, 2019, at the conclusion of the Board meeting. As required by regulation, all comments received by that time, along with District responses to those comments, will be submitted to the US EPA Region IX Administrator along with the Network Plan.

Fiscal Impact:

None.

Board Action:

Provide comments on and adopt the District's 2019 Annual Air Quality Monitoring Network Plan for submission to the US EPA Region IX administrator for approval.

Attachment:

1. 2019 Great Basin Annual Air Quality Monitoring Network Plan (sent to the Board under separate cover, copies available on request).

Adoption of 2019 Air Quality Monitoring Network Plan (Action)
May 2, 2019 – Agenda Item No. 8 – Page 1



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

BOARD REPORT

Mtg. Date: May 2, 2019

To: District Governing Board

From: Phillip L. Kiddoo, Air Pollution Control Officer

Subject: Authorization to Accept Funds for Implementation of the District's Smoke Management Program and Activities Related to Prescribed Burning

Summary:

Since 2001, the Great Basin Unified Air Pollution Control District (District) has operated a Smoke Management Program for the purposes of minimizing adverse air quality impacts from prescribed burning and to comply with the agricultural burning requirements of Title 17 of the California Code of Regulations. The program requires submittal of Smoke Management Plans for District review and approval for burn projects greater than one acre or with more than one ton for PM10 emissions. District approval is also required for burn day authorization to ensure burning is conducted on days with adequate dispersion.

In 2018, the California Legislature passed, and the Governor signed, several bills to promote prescribe fire and reduce the risk of wildfires in California as bulleted below:

- Senate Bill (SB) 901 addresses issues of wildfire prevention, response, and recovery related to public utilities. The bill includes authorization of \$1 billion spread over five years for healthy forests and fire prevention funding. California Department of Forestry and Fire Protection (CAL FIRE) is allocated \$35 million to complete prescribed fire and fuel reduction projects and an additional \$165 million for fire prevention grants and efforts.
- SB 1260 promotes the use of prescribed burns for wildfire prevention. The bill addresses that while prescribed burning creates smoke it can have net air quality benefits and protect public health by preventing catastrophic wildfires. The bill requires CAL FIRE and the California Air Resources Board (CARB), in coordination with local air districts, to develop and fund a program to enhance air quality and smoke monitoring, and to provide a public awareness campaign regarding prescribed burns.
- SB 856 appropriates \$2 million to CARB for local air districts to support the implementation of SB 901 and SB 1260.

Of the \$2 million appropriated under SB 856, CARB is proposing approximately \$1 million be made available through direct grants to local air districts to implement their smoke management programs, to enhance air quality and smoke monitoring, and to provide public awareness regarding prescribed burns. The level of funding for the District as of April 15, 2019 is expected to be \$30,802.03. The distribution is based on the amount of acreage that is subject to wildfire impacts in the District but is subject to change based on the number of air districts that participate.

Authorization to Accept Funds for Implementation of the District's
Smoke Management Program and Activities Related to Prescribed Burning (Action)
May 2, 2019 – Agenda Item No. 9 – Page 1

CARB is proposing that a portion of the remaining approximately \$1 million will be made available to local air districts, on a reimbursement basis, through a contract with California Air Pollution Control Officers Association (CAPCOA). This component of the funding is intended to cover local air district costs associated with training, travel, and deployment of air monitors in support of the use of prescribed fire by land managers.

Due to delays associated with CARB developing appropriate grant agreements, the District does not have proposed grant agreements or contracts at this time. However, CARB is requiring finalizing the grant agreements before the next scheduled Board meeting. Due to this small window, the Air Pollution Control Officer is requesting delegated authority to enter into such an agreement(s) and contract(s) in order to accept the funding.

Work the District anticipates in relationship to this funding includes, but is not limited to:

- The Governing Board renewing and updating the District's Smoke Management Program Memorandum of Agreement and associated District rules
- Additional resources for District the Smoke Management Program to handle increased work related to increases in prescribed burning
- Increased collaboration and communication with other air Districts and CARB related to prescribed burning
- Opportunities for additional staff trainings related to prescribed fire reporting, smoke forecasting and air monitoring
- Increased public messaging and outreach related to prescribed fires
- Additional capability to deploy monitoring equipment for prescribed burns
- Reporting of prescribed burning statistics

Fiscal Impact:

Depending on the final distribution, the funds received will increase the 2019-2020 Fiscal Year District Budget by that amount for work staff will undertake through the District's Smoke Management Program consistent with SB 901 and SB 1260.

Board Action:

Staff recommends the Governing Board:

- 1) Adopt attached Resolution No. 2019-04 authorizing the acceptance of funds from the California Air Resources Board and/or the California Air Pollution Control Officers Association for implementation of the District's Smoke Management Program;
- 2) Authorize the Air Pollution Control Officer to negotiate, sign, and amend, as needed, future agreements and contracts, including in future fiscal years, related to these activities, and to accept funds and to implement associated projects.

Attachment:

1. Resolution No. 2019-04



RESOLUTION NO. 2019-04

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

**Authorization to Accept Funds for Smoke Management Program Implementation
and Activities Related to Prescribed Burning**

WHEREAS, the Great Basin Unified Air Pollution Control District (District) operates a Smoke Management Program (SMP) developed in cooperation with the California Air Resources Board (CARB), public and private land managers, and fire protection authorities for the purpose of minimizing adverse air quality impacts related to smoke from prescribed burning within the District's jurisdiction of Inyo, Mono, and Alpine counties; and

WHEREAS, the District Smoke Management Program outlines the roles and responsibilities of the participating agencies of the Memorandum of Agreement for Smoke Management to comply with requirements of the SMP and District regulations for prescribed burning.

WHEREAS, in 2018, the Legislature passed, and the Governor signed, several bills to improve forest resiliency and to reduce the risk of wildfires in California; and

WHEREAS, Senate Bill (SB) 901 addresses numerous issues concerning wildfire prevention, response and recovery related to public utilities; and provides authorization of \$200 million in funding per year for five years to the California Department of Forestry and Fire Protection (CAL FIRE) for healthy forests and fire prevention; and

WHEREAS, SB 1260 promotes the use of prescribed burns for wildfire prevention and requires CAL FIRE and CARB, in coordination with local air districts, to develop and fund a program, upon appropriation by the Legislature, to enhance air quality and smoke monitoring, and to provide a public awareness campaign regarding prescribed burns. The program shall include adequate funding, upon appropriation by the Legislature, for local district participation and implementation costs; and

WHEREAS, SB 856 appropriates \$2 million to CARB for local air districts to support the implementation of SB 901 and SB 1260 related to air monitoring of prescribed fires and public outreach; and

WHEREAS, CARB is proposing that approximately \$1 million of these funds be made available through direct grants to local air districts to implement their smoke management programs, to enhance air quality and smoke monitoring, and to provide public awareness regarding prescribed burns; and that a portion of the remaining approximately \$1 million be made available to local air districts, on a reimbursement basis, through a contract with the California Air Pollution Control

Officers Association (CAPCOA), for costs associated with training, travel, and deployment of air monitors in support of the use of prescribed fire by land managers; and

WHEREAS, because of delays associated with CARB developing appropriate grant agreements with local air districts and a memorandum of understanding (MOU) with CAPCOA, District staff are not yet in a position to bring a proposed grant agreement or contract to the Governing Board; and

WHEREAS, funding must statutorily be encumbered by local air districts and CAPCOA this fiscal year, CARB is requiring the signing of the grant agreements as soon as they are finalized, and the District Board is not scheduled to meet until after this time resulting in the inability to bring a final grant agreement with CARB, or an MOU with CAPCOA, to the District Board for approval with sufficient time for the District to participate.

NOW THEREFORE BE IT RESOLVED, the District Governing Board hereby authorizes the acceptance of funds from CARB and/or CAPCOA for implementation of the District's Smoke Management Program, as well as for support of District activities associated with prescribed burning and smoke management; and

BE IT FURTHER RESOLVED, that the District Board hereby authorizes the Air Pollution Control Officer to negotiate, sign, and amend, as needed, future agreements and contracts, including in future fiscal years, related to these activities, and to accept funds and to implement associated projects.

APPROVED AND ADOPTED by the Governing Board of the Great Basin Unified Air Pollution Control District this **2nd day of May 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 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: May 2, 2019

To: Governing Board

From: Tori DeHaven, Clerk of the Board

Subject: Travel Report

Summary:

Jan Sudomier	Apr. 2	California Air Resources Board Visible Emissions Evaluation Certification	Salinas, CA
Chris Lanane Kimberly Mitchell Brian Russell	Apr. 15 -17	Primary Quality Assurance Organization Training Curriculum Advisory Committee Meeting	Davis, CA
Jan Sudomier	Apr. 18	California Air Resources Board Visible Emissions Evaluation Certification	Victorville, CA

Board Action:

None. Informational only.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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BOARD REPORT

Mtg. Date: May 2, 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 March 31, 2019, is as follows:

2nd Qtr. Permit Activity: January 1, 2018 – March 31, 2018

Permit Applications Received	2
Authority to Construct Issued	0
Temporary/Permits to Operate Issued	10
Permit Inspections	5
Notices of Violation Issued	1

2nd Qtr. Permit Activity: January 1, 2019 – March 31, 2019

Permit Applications Received	2
Authority to Construct Issued	3
Temporary/Permits to Operate Issued	4
Permit Inspections	4
Notices of Violation Issued	0

Open Notices of Violation

Inyo County	Mono County	Alpine County
8	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: May 2, 2019

To: District Governing Board

From: Patricia Gilpin, Fiscal Services Technician

Subject: FY 2018-2019 3rd Quarter Financial Reports (Jan. 1 – Mar. 31)

Summary:

Financial summaries for the 3rd 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 all budgets are held in the Inyo County Treasury.

Fiscal Impact:

None

Board Action:

None. Informational only.

Attachment:

1. FY 2018-19 3rd Quarter Financial Reports (January 1 – March 31)

Great Basin Unified Air Pollution Control District
General Fund (formerly "District") FY 2018-2019
For the 3rd Quarter (Ending March 31, 2019)

EXPENSES		3rd Quarter	Budget	% of Budget
I	Employee Costs			
	A Employee Wages	242,835.77	340,000.00	71.42%
	B Retirement	44,924.99	54,500.00	82.43%
	C Insurance Benefits	58,765.84	55,000.00	106.85%
	D Taxes	45,335.12	60,500.00	74.93%
	F Worker's Compensation Insurance	2,932.22	3,000.00	97.74%
	Employee Costs	394,793.94	513,000.00	76.96%
II	Operating & Compliance Costs			
	A Advertising - Legal Notices & Ads	1,262.60	2,200.00	57.39%
	B Dues, Subscriptions Education, Use Tax, Fees, AB2588	4,971.36	6,100.00	81.50%
	C Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.)	10,651.54	15,500.00	68.72%
	D Fuel and Gasoline	1,985.14	4,000.00	49.63%
	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	17,108.92	23,000.00	74.39%
	H Maintenance & Repairs of Equipment - Labor	3,863.64	10,000.00	38.64%
	I Maintenance & Repairs of Equipment - Materials	285.22	15,000.00	1.90%
	J Postage and Shipping	162.47	1,000.00	16.25%
	K Professional & Special Services	15,298.33	8,800.00	173.84%
	L Supplies & Tools (In-Field, Office, General Use)	1,362.10	2,500.00	54.48%
	M Transportation & Travel	3,503.93	4,900.00	71.51%
	N Utilities	4,882.04	6,400.00	76.28%
	O Public Assistance/Grant Programs	-	6,000.00	-
	Operating & Compliance Costs	74,748.02	115,900.00	64.49%
III	Materials & Equipment			
	A Equipment: Computer, Furniture, General, Office, Scientific, Software (>\$5,000 ea.)	-	27,850.00	-
	B Capital Expenditure Fund: Vehicles & Equipment	5,462.30	4,500.00	121.38%
	C Funds from General Fund Reserve: Purchase Building & Land, (B.O.# 190307-06)	-	90,000.00	-
	Materials and Equipment Costs	5,462.30	122,350.00	121.38%
	TOTAL EXPENSES (Parts I, II, III)	475,004.26	751,250.00	63.23%
IV	Grant Expenses			
	A EPA 105 Grant (Restricted)	-	71,889.00	-
	B EPA PM2.5 Grant (Restricted)	8,503.24	18,245.00	11.83%
	C AB 617	2,256.25	5,618.00	40.16%
	Grants	10,759.49	95,752.00	11.24%
	Total Expenses	\$ 485,763.75	\$ 847,002.00	57.35%

Great Basin Unified Air Pollution Control District
General Fund (formerly "District") Budget FY 2018-2019
For the 3rd Quarter (Ending March 31, 2019)

REVENUE		3rd Quarter	Budget	% of Budget
I	Fees, Permits & Penalties			
	A AB 2588 - Toxic Hot Spots	-	1,500.00	-
	B Conservation Mgmt. Plan/Prescribed Burn Plan	5,402.00	5,000.00	108.04%
	C Geothermal	288,358.00	310,000.00	93.02%
	D Hearing Board	-	-	-
	E Initial Permit Fees (FF, ATC, Mods)	25,074.90	30,000.00	83.58%
	D Penalties & Late Fees	1,010,403.50	12,000.00	8420.03%
	G Sources (Asbestos, Diesel, Fuel, Electric, PERP)	82,518.54	115,000.00	71.76%
	H Service Station Vapor Recovery	9,103.00	15,000.00	60.69%
	Fees, Permits & Penalties	1,420,859.94	488,500.00	290.86%
II	Other Revenue			
	A Air Monitoring Audits	-	-	-
	B Interest	15,166.59	2,000.00	758.33%
	C Per Capita Fee	-	-	-
	D Sales, Services, Fees, Rebates & Refunds	530.40	7,250.00	7.32%
	E State Subvention (3 counties)	138,791.47	138,500.00	100.21%
	F Town of Mammoth Lakes (Air Monitoring)	25,000.00	25,000.00	100.00%
	G From General Fund Reserve: Purchase Building & land, Impro	90,000.00	90,000.00	100.00%
	H Transfer of Asset	785,194.29	-	-
	I OL Dust Mitigation Plan	453,368.85	-	-
	Other Revenue	1,508,051.60	262,750.00	573.95%
	Total Permits, Fees & Other Revenue	2,928,911.54	751,250.00	389.87%
III	Grant Funds (Restricted)			
	A EPA 105 Grant (Restricted)	71,889.00	71,889.00	100.00%
	B EPA PM2.5 Grant (Restricted)	3.72	18,245.00	0.02%
	C AB 617	-	5,618.00	-
	Total Grants	71,892.72	95,752.00	75.08%
	TOTAL REVENUE (w/ Grants)	\$ 3,000,804.26	\$ 847,002.00	354.29%

Reconcile to Inyo County Treasury as of 3/31/2019

General Fund Reserves	\$ 2,286,666.22
Capital Asset Accrual Reserves	\$ 92,365.64
Spendable/Available Cash	\$ 1,222,534.84
CEQA Lead Agency Litigation Funds ⁽¹⁾	\$ 33,184.42
103 Grant Funds (PM2.5)	\$ 8,968.55
105 Grant Funds	\$ 59,867.91
	\$ 3,703,587.58

Balance, IC Auditor Report 3/31/2019

\$ 3,703,587.58

Checking account balance as of 3/31/2019=\$87,521.49

¹ ORMAT Litigation Funds

Great Basin Unified Air Pollution Control District
SB 270 Budget FY 2018-2019
For the 3rd Quarter (Ending March 31, 2019)

EXPENSES		3rd Quarter	Budget	Adjusted Budget	% of Budget
I	Employee Costs				
A	Employee Wages	1,199,207.47	1,715,500.00	1,715,500.00	69.90%
B	Retirement	281,578.05	337,000.00	337,000.00	83.55%
C	Insurance Benefits	369,949.63	397,000.00	397,000.00	93.19%
D	Taxes	225,713.34	301,500.00	301,500.00	74.86%
E	Worker's Compensation Insurance	16,615.96	13,500.00	13,500.00	123.08%
	Employee Costs	2,093,064.45	2,764,500.00	2,764,500.00	75.71%
II	Operating & Compliance				
A	Advertising - Legal Notices & Ads	2,304.59	4,500.00	4,500.00	51.21%
B	Dues, Subscriptions, Education, Use Tax & Fees	27,056.45	33,000.00	33,000.00	81.99%
C	Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.)	61,965.99	112,000.00	112,000.00	55.33%
D	Fuel and Gasoline	20,294.96	25,000.00	25,000.00	81.18%
E	Health & Safety	2,247.41	5,000.00	5,000.00	44.95%
F	Insurance - Liability, Fire & Casualty	53,438.58	52,000.00	52,000.00	102.77%
G	Leases & Rents: Equipment, Office, Site, Storage	85,666.84	112,000.00	112,000.00	76.49%
H	Maintenance & Repairs of Equipment - Labor	31,492.21	50,500.00	50,500.00	62.36%
I	Maintenance & Repairs of Equipment - Materials	124,949.50	175,000.00	175,000.00	71.40%
J	Postage and Shipping	1,425.79	2,000.00	2,000.00	71.29%
K	Professional & Special Services	423,874.91	1,184,000.00	1,316,725.00	32.19%
L	Supplies and Tools (In-field, Office, General Use)	8,749.28	22,500.00	22,500.00	38.89%
M	Transportation & Travel	21,575.16	28,000.00	28,000.00	77.05%
N	Utilities	41,485.88	67,500.00	67,500.00	61.46%
O	Control Measure Testing	666.00	200,000.00	200,000.00	0.33%
P	Public Outreach & Education	-	10,000.00	10,000.00	-
	Operating & Compliance Costs	916,692.74	2,083,000.00	2,215,725.00	41.37%
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	30,953.02	40,500.00	40,500.00	76.43%
	Materials & Equipment Costs	127,721.79	271,000.00	271,000.00	47.13%
	Expenses Total (Parts I, II, III)	\$ 3,137,478.98	\$ 5,118,500.00	\$ 5,251,225.00	59.75%
IV	Owens Lake Scientific Advisory Panel				
A	2014 Stipulated Judgment (Paragraph 12.G)	\$ 21,968.87	\$ -	\$ 750,000.00	-
	FY 2018-2019 SB 270 Fee	\$ 3,159,447.85	\$ 5,118,500.00	\$ 6,001,225.00	52.65%

Great Basin Unified Air Pollution Control District
SB 270 Budget FY 2018-2019
For the 3rd Quarter (Ending March 31, 2019)

REVENUE		3rd 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	100.00%
	Carry-over: Owens Lake Scientific Advisory Panel	750,000.00	-	750,000.00	100.00%
	From Asset Reserve:	-	-	-	-
	Interest	56,003.03	-	-	-
	PM2.5 from District (Reimburse expense)	22,241.28	-	-	-
	Sales, Services, Rebates, Refunds	3,005.47	-	-	-
		963,974.78	-	882,725.00	109.20%
TOTAL REVENUE		\$ 6,082,474.78	\$ 5,118,500.00	\$ 6,001,225.00	101.35%

Reconcile to Inyo County Treasury as of 3/31/2019

SB 270 General Fund Reserves	\$ 1,752,417.46
Capital Asset Accrual Reserves	\$ 184,200.94
Spendable/Available Cash	\$ 2,968,272.43
	<u>\$ 4,904,890.83</u>

Balance, IC Auditor Report 3/31/2019 **\$ 4,904,890.83**

Checking account balance as of 3/31/2019=\$522,466.51

Great Basin Unified Air Pollution Control District
Owens Lake Trust Fund FY 2018-2019
For the 3rd Quarter (Ending March 31, 2019)

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	4,422.21
December 31, 2018 Interest-earned Inyo County	3,704.51
	<u>1,080,329.55</u>

Expenses

Professional Services -

<i>Checking account balance</i>	<u>3.90</u>
	3.90

Reconcile to Inyo County Treasury 3/31/2019	<u>\$ 1,080,329.55</u>
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Balance: IC Auditors Report as of 3/31/2019	<u>\$ 1,080,329.55</u>
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Great Basin Unified Air Pollution Control District
Clean Air Projects Program FY 2018-2019
For the 3rd Quarter (Ending March 31, 2019)

February 7, 2019 Owens Lake Dust Mitigation Plan	2,569,090.15
December 31, 2018 Interest-earned Inyo County	<u>441.06</u>
	2,569,531.21

Expenses

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

Reconcile to Inyo County Treasury 3/31/2019	<u><u>\$ 2,569,531.21</u></u>
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Balance: IC Auditors Report as of 3/31/2019	<u><u>\$ 2,569,531.21</u></u>
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Great Basin Unified Air Pollution Control District
Keeler Dunes Dust Control Projects FY 2018-2019
For the 3rd Quarter (Ending March 31, 2019)

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
December 31, 2018 Interest-earned Inyo County	3,757.20
	<u>1,289,751.78</u>

Expenses

Paid year-end invoices FY17-18 accruals	78,399.61
Employee Costs	48,172.32
General Expenses	15,356.52
Jimmy Myers payment	(20,000.00)
Projects	214,851.01
Administration	10,109.22
	<u>346,888.68</u>
<i>Checking account balance</i>	<u>(4,228.46)</u>
	342,660.22

Reconcile to Inyo County Treasury 3/31/2019	<u>\$ 947,091.56</u>
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Balance: Inyo County Auditors as of 3/31/2019	<u>\$ 947,091.56</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: May 2, 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:

None.

Board Action:

None. Informational only.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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BOARD REPORT

Mtg. Date: May 2, 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.



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: May 2, 2019

To: District Governing Board

From: Phillip L. Kiddoo, Air Pollution Control Officer

Subject: Cancellation of the Next Regular Meeting of the Governing Board and Scheduling a Special Meeting

Summary:

The next regular meeting of the Governing Board falls on July 4, 2019, a legal holiday. Governing Board Resolution No. 2018-03, Setting the Time and Place for Regular Board Meetings has no provisions for automatically postponing the meeting. A special may be called by a presiding officer of the Governing Board or by a majority of the legislative body.

Board Action:

Staff recommends the Governing Board cancel the July 4, 2019 regular meeting and schedule a special meeting for Thursday July 11, 2019 at 10:00am in Markleeville, CA.