

# GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT



## GOVERNING BOARD REGULAR MEETING INFORMATION

### Meeting Date & Time

Thursday, May 7, 2020 at 10:00 a.m.

### Meeting Location

Teleconference (see next page for instructions)

### District Board

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

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

**\*\*GBUAPCD Governing Board Meeting, Thursday, 5/7/2020, 10:00 am\*\***

This meeting will be a telephone conference call meeting. There will be no slides or materials to follow besides the printed agenda and packet found on our website, <https://gbuapcd.org/cgi-bin/board>. Please connect to the meeting by calling (872) 240-3212 and entering Access Code 323-637-221. Alternatively, you can join with your computer with a microphone and speaker, tablet, or smartphone. The web address is <https://www.gotomeet.me/gbuapcd/gbuapcd-governing-board-meeting-5-7-2020>

If planning to use a computer, tablet, or smartphone we suggest you install and test the app prior to the meeting from this web address: <https://global.gotomeeting.com/install/323637221>

If at any time prior to or during the meeting you are having technical difficulties, please contact the GBUAPCD Data Processing Team at (760) 258-8513.



## 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 2020-2021 GENERAL FUND AND SB 270 BUDGETS AND ORDER**

The Governing Board of the Great Basin Unified Air Pollution Control District will conduct a 2<sup>nd</sup> 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 2020-2021 fiscal year and to provide 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 2020-2021 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 only be available for inspection electronically on or after April 3, 2020; contact Susan Cash at [scash@gbuapcd.org](mailto:scash@gbuapcd.org) or 760-872-8211 for a copy. The FY 2020-2021 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 am on Thursday, May 7, 2020. In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. **Please be advised that the Governing Board will be conducting its meetings exclusively via teleconference by which Board Members and staff will participate. The meeting is accessible to the public via smartphone, tablet or computer at <https://www.gotomeet.me/gbuapcd/gbuapcd-governing-board-meeting-5-7-2020>. You can also dial in using your phone at 1-(872) 240-3212 and then enter Access Code: 323-637-221.** The public hearing on the District's total annual budgets and proposed order is set for 10:05 am. Public comment is encouraged and may be provided prior to the meeting by emailing Tori DeHaven, Clerk of the Board, at [tdehaven@gbuapcd.org](mailto:tdehaven@gbuapcd.org). **Written** comments received by 5:00 pm on Monday, April 20, 2020, will be included in the staff report sent to the Governing Board members. Verbal comments may also be made during the public hearing. For further information, please call Tori DeHaven at (760) 872-8211.

#### Publication Dates

Inyo Register	April 2 & April 4, 2020
The Sheet	April 4 & April 11, 2020
Tahoe Daily Tribune	April 3 & April 10, 2020
Record Courier	April 2 & April 4, 2020







## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 [www.gbuapcd.org](http://www.gbuapcd.org)

### GOVERNING BOARD REGULAR MEETING AGENDA

**THURSDAY, MAY 7, 2020 AT 10:00 AM**

**Teleconference Only – No Physical Location**

TELECONFERENCE INFORMATION: As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. This altered format is in observance of recent recommendations by local officials that certain precautions be taken, including social distancing, to address the threat of COVID-19.

#### Important Notice to the Public Regarding COVID-19

Based on guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID-19 virus, please note the following:

1. There is no physical location of the meeting open to the public. The meeting is accessible to the public via smartphone, tablet or computer at <https://www.gotomeet.me/gbuapcd/gbuapcd-governing-board-meeting-5-7-2020>. You can also dial in using your phone at **1 (872) 240-3212** and then enter **Access Code: 323-637-221**.
2. If you wish to make a comment on a specific agenda item before the meeting, please submit your comment via email by 5:00 p.m. on the day prior to the Board meeting. Please submit your comment to Tori DeHaven, Clerk of the Board, at [tdehaven@gbuapcd.org](mailto:tdehaven@gbuapcd.org). Every effort will be made to read your comment into the record, but comments longer than 250 words may not be read due to time limitations. All comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

**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*

1. Call to Order and Pledge of Allegiance
2. Public Comments on Matters Not on the Agenda (No Action)
3. **10:05 a.m.: PUBLIC HEARING (Action)**

May 7, 2020

- a. Adoption of Orders to the City of Los Angeles to Pay 2020-2021 Fiscal Year Fees as Provided by Section 42316 of the California Health and Safety Code (SB 270) .....1
- b. Fiscal Year 2020-2021 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 5, 2020 Regular Governing Board Meeting Minutes .....46
  - b. Approve Consulting and Service Contracts for Fiscal Year 2020-2021 .....52
  - c. Approve Publicly Available Pay Schedule for Fiscal Year 2020-2021 .....131
  - d. Request Board Rejection of Bid Received for Request for Proposal 2020-CIP1 Roof Replacement Project and Authorize the APCO to Re-Bid the Project .....133
  - e. Appropriation Changes, Year End Transfer Authority, and Carryovers .....136
  - f. Request for Out-of-state Travel: Two Staff to Anchorage, Alaska, for EPA Quality Assurance Training .....137
  - g. Approve Waiver for Air Quality Permit Late Fees as a Community Assistance Measure and Adoption of Governing Board Resolution 2020-02 .....138
  - h. Acceptance of the Assembly Bill 617 Community Air Protection Program Grant Fund from the California Air Resources Board in the Amount of \$12,758.00.....142
- 5. Board Member Reports (No Action)
- 6. Air Pollution Control Officer Report (No Action) .....144
- 7. Adjournment

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

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## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** May 7, 2020

**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 2020-2021 Fiscal Year SB 270 Mitigation Fees as Provided by Section 42316 of the California Health & Safety Code

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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 2020-2021 fiscal year SB 270 mitigation fees. The SB 270 fees are the revenue used to fund the SB 270 sub-budget.

### STAFF REPORT

At the March 5, 2020, Governing Board meeting, staff presented a preliminary District Budget that included the SB 270 sub-budget for the 2020-2021 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 7, 2020) Board meeting. At the March 5<sup>th</sup> meeting, there was no comment on the proposed fee from the public. Representatives from the City were present to verbalize comments that had already been submitted in writing and responded to.

The proposed final assessment does differ from the draft presented in March. The changes are as follows:

- An increase of \$30,000 in employee costs. Two staff vacancies have occurred since the preparation of the draft budget and the vacant positions have been rebudgeted for their maximum possible initial costs which are higher than the costs for the employees that occupied those positions during the creation of the draft budget.
- An increase of \$12,000 in Operating & Compliance. The District was notified by our insurance carrier after the preparation of the Draft budget to be prepared for a 40% increase in Property and Liability insurance due to the pool losses resulting from the massive wildfires experienced in California in the Fiscal Year 2019-2020.

### **SUMMARY**

The proposed total SB 270 fee is \$6,522,000. Compared to the 2019-2020 fee total of \$6,172,169, the proposed fee total represents an increase of 5.67% (\$349,831). The amount due and payable to the District by June 21, 2020, will be \$6,246,127. As the SB270 Reserve balance is currently above the District policy of 33.3% of expenditures, there is an offsetting credit this year to the assessment of \$275,873 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 \$6,246,127 by June 21, 2020 (45 days from May 7, 2020<sup>1</sup>). This money will then be used to fund the District's SB 270 activities for the 2020-2021 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).

### **Board Action:**

1. Staff recommends that the Board conduct the scheduled public hearing for input regarding the proposed Fiscal Year 2020-2021 SB 270 Fee Assessment Order.
2. Staff recommends that the Board adopt the attached "Fiscal Year 2020-2021 SB 270 Fee Assessment Order to Pay" for SB 270 costs in the amount of \$6,522,000, with an offsetting Reserve credit of \$275,873 bringing the net Order to Pay to \$6,246,127.

### **Attachments:**

1. Fiscal Year 2020-2021 SB 270 Fee Assessment Order to Pay

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



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

157 Short Street, Bishop, California 93514-3537

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

### **Board Order 200507-01**

I HEREBY CERTIFY that at a meeting via teleconference (as provided by Governor Newsom's Executive Order N-29-20) of the Great Basin Unified Air Pollution Control Board on May 7, 2020 an order was duly made and entered as follows:

#### **Fiscal Year 2020-2021 SB 270 Fee Assessment Order to Pay**

Moved by Board member \_\_\_\_\_, seconded by Board member \_\_\_\_\_, the Board finds:

1. That for the 2020-2021 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 Five Hundred and Twenty-Two Thousand Dollars (\$6,522,000.00);
2. That the amount described in Paragraph 1 hereof constitutes a reasonable fee; and
3. That a credit to the Fiscal Year 2020-2021 assessment shall be made in the amount of Two Hundred Seventy-Five Thousand Eight hundred and Seventy-Three Dollars (\$275,873.00) in accordance with the District's Reserve Policy.
3. That additional costs may be assessed during Fiscal Year 2020-2021 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 21, 2020**, the amount of Six Million Five Hundred and Twenty-Two Thousand Dollars (\$6,522,000.00) with a credit of Two Hundred Seventy-Five Thousand Eight hundred and Seventy-Three Dollars (\$275,873.00) for a final net amount due of **Six Million Two Hundred Forty-Six Thousand One Hundred and Twenty-Seven Dollars (\$6,246,127.00)**.

Motion carried \_\_\_/\_\_\_ and so ordered.

WITNESS: BOARD ORDER No. 200507-01

ATTEST:

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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 7, 2019

**To:** District Governing Board

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

**Subject:** **Public Hearing** – Fiscal Year 2020-2021 Total District Budget – Approval of the General Fund and SB 270 Sub-budgets (Second of two Required Budget Hearings)

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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**

#### **GENERAL FUND**

The main General Fund (GF) Budget for fiscal year FY 2020-2021 is \$857,000. Compared to FY 2019-2020, the budget is estimated to be \$188,628 lower (-18.04%).

#### **Revenues:**

Revenues for the FY 2020-2021 General Fund budget (Table 2) are projected to decrease by \$188,628 (-18.04%) mainly due to a decrease in Woodsmoke Reduction Program funding offset by additional state and federal funding, and no transfer from reserves. It is anticipated that the State subvention allocation will remain steady, as the District has received its full allocation the past five fiscal years and there has been no word of reductions.

FY 2020-2021 revenue incorporates the Governing Board's waiver of the per capita revenue source that was approved at the March 2020 Governing Board meeting. Given the District's reserve policy, fee payers and permit holders did not see an out-of-pocket fee increase the last seven years (FY 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2019-2020) and based on the current proposed budget, this will again occur in FY 2020-2021. 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. The CPI waiver for Fiscal

year 2020-2021 was approved at the March 2020 Governing Board meeting, and a rebate or subsidy of that amount will be applied and reflected on the Fiscal year 2020-2021 invoices.

Expenses:

Expenses for the FY 2020-2021 General Fund budget (Table 3) are projected to increase by \$24,004 (2.88%) mainly due to an increase in Employee Costs Outlay offset by a decrease in Capital.

**KEELER DUNES**

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. This was a result of the 2013 Settlement Agreement dated August 19, 2013, and is a part of the GF budget and not the SB 270 budget or assessment.

The Keeler Dunes Special Fund budget for 2020-2021 is \$558,286 (Table 5). This is an increase of approximately \$75,286 over FY 2019-2020. Most of this difference is due to the large contract with American Conservation Experience for planting on the Keeler Dunes.

**SB 270 BUDGET OVERVIEW**

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 \$6,522,000. Compared to the 2019-2020 fee total of \$6,172,169, the proposed fee total represents an increase of 5.67% (\$349,831). The 2020-2021 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. The assessment is summarized in Table 6, with further detailed budget items in Table 7. A graphic comparison of this year's assessment with previous years is shown in Figure 1.

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. It also provides for financial support by the LADWP for the Owens Lake Scientific Advisory Panel (OLSAP). The District entered into a contract with the National Academy of Sciences on November 1, 2018 (Board Order #181101-04). The OLSAP then began working on the first task which is scheduled to conclude in April 2020. Additional funding was included in the FY 2019-2020 budget to allow the OLSAP to finish the first task and start a second. For FY 2020-2021, the District has budgeted \$750,000 to allow for OLSAP work on a second task.

The 2020-2021 proposed SB 270 budget total is \$6,522,000. Compared to the 2019-2020 fee total of \$6,172,169 the proposed assessment represents an increase of \$349,831 (Summary, Table 6; Detail Table 7).

Employee Costs

Since SB 270 was incorporated into the California Health & Safety Code in 1983, the District has assessed fees to the LADWP for the cost of employees and employee overhead associated with the



development, implementation, and enforcement of dust controls associated with the LADWP's water-gathering activities in the District. For FY 2020-2021, it is proposed that the SB 270 fee assessment pays for a total of 19.55 full-time-equivalent employees (FTE) (See Table 4). This budget proposes a shift of allocation for the Air Pollution Control Officer and the Deputy Air Pollution Control Officer, decreasing each positions' allocation to the SB 270 portion by 10%. This is a decrease of 0.20 FTE (-0.98%) compared to FY 2019-2020 and a reduction of 3.17 FTEs (-13.95%) since FY 2008-2009. At this time, it is expected that 19.55 FTE is adequate to continue implementing terms under the 2014 Stipulated Judgment and requirements of the 2016 SIP.

Total employee costs are estimated to be \$3,260,000, an increase of 3.74% (\$117,612) over FY 2019-2020. This category includes an allocation of wages, retirement, medical benefits, taxes, the 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.

#### Operating & Compliance

This category includes a proportional allocation of expenses for all offices (two offices in Bishop and the Keeler office) including rent, utilities, insurance, office supplies and equipment, travel and professional services. Materials and equipment in this category generally have a cost of less than \$5,000 each and/or a short life. Estimated operating costs are \$2,272,000 which represents a decrease of \$102,000 or -4.3% compared to FY 2019-2020.

This category also includes Professional Services. Anticipated contracts above \$25,000 are listed in Table 9.

#### Capital Outlay

This category includes materials and equipment not associated with general support. This equipment has a higher per-item cost (more than \$5,000 each or as a whole) and longer life. Materials and equipment costs in this category may vary substantially from year to year due to specific plans for equipment purchases. For FY 2020-2021, \$240,000 is budgeted, a decrease of \$215,000 or -47.25%.

### **OWENS LAKE SCIENTIFIC ADVISORY PANEL (OLSAP)**

The 2014 Stipulated Judgment provides for financial support by the LADWP of the OLSAP. Funding for the OLSAP will be made according to fee orders by the District per California Health & Safety Code §42316. The fee order for OLSAP may vary based on the statement of work and tasks submitted to the National Academy of Sciences (NAS). Annual funding for the NAS to create and direct the OLSAP to address the tasks provided by the sponsors may range from \$500,000 to \$750,000. Additional funding up to \$2,000,000 annually may be required by LADWP for reporting and analyzing new and relevant testing data deemed necessary to address assigned OLSAP tasks. The first task is scheduled to be concluded in April 2020 and a second task started soon thereafter. To continue a second task for FY 2020-2021, the budget includes \$750,000. This represents an increase over Fiscal Year 2019-2020 of \$549,219.

Any remaining OLSAP funds in the SB 270 budget after NAS contracting and OLSAP work is completed will be credited to the SB 270 fee for the subsequent fiscal year. The SB 270 fee assessment will be credited by the amount of unspent funds from the OLSAP budget line item to the SB 270 total operating budget.

**Fiscal Impact**

The proposed total budget for all 2020-2021 District activities is \$7,937,286. This is \$449,121 more or a 6.0% increase from the 2019-2020 total budget of \$7,488,165. Details of the specific increase and decreases can be found in the attached *2020-2021 Fiscal Year Budget and SB270 Fee Assessment (Final)*. Total District costs will be funded by a combination of permit fees, federal funds, 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 General Fund 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 2020-2021 General Fund budget; and b) the proposed final 2020-2021 SB 270 budget.

**Attachments:**

1. *2020-2021 Fiscal Year Budget and SB270 Fee Assessment (Final)*, dated April 3, 2020



# **Great Basin Unified Air Pollution Control District**

## *2020-2021 Fiscal Year Budget and SB270 Fee Assessment*

**Final – April 3, 2020**

*Phillip L. Kiddoo, Air Pollution Control Officer  
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# **INTRODUCTION**

This document contains the Recommended Budget for Fiscal Year 2020-2021 for the Great Basin Unified Air Pollution Control District. The Recommended Budget is balanced, with adequate reserves and contingencies. The resources contained in the budget will enable the District to continue to provide excellent customer service, processing of permit applications, and fulfill all state and federal mandates in a timely fashion. The narratives included as a part of this budget document describe the specifics of each division's functions and workload impacts, as well as efficiencies and streamlining measures being implemented.

The budget has been crafted to provide the resources the District needs to fulfill the District's mission:

*The 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.*

as well as the District's Purpose:

*The Great Basin Unified Air Pollution Control District's purpose is to ensure that all federal and state air quality standards are met through Alpine, Mono, and Inyo Counties to protect the health, welfare, and environment of the people within the District. In order to effectively meet these standards, the District, primarily through education and cooperation, enforces federal and state laws delegated to it and, as necessary, adopts and enforces local regulations.*

The District budget is comprised of two major components: General Fund and SB270 (Table 1).

## **General Fund**

The General Fund budget covers the permitting of commercial sources, air quality planning and monitoring not associated with the water-gathering activities of the LADWP, and enforcement of air quality rules and regulations.

## **SB 270**

The annual SB 270 fee assessment is the Great Basin Unified Air Pollution Control District's (District) estimate of the reasonable cost of maintaining the level of effort necessary to address violations of state and federal air quality standards due to water-gathering activities by the City of Los Angeles Department of Water and Power (LADWP) within the District's boundaries (Inyo, Mono, and Alpine counties). The assessment is a reasonable fee as provided for in Section 42316 of the California Health and Safety Code. The fee funds the cost of monitoring air quality impacts caused by the LADWP's water-gathering activities, the development of air quality plans, monitoring the LADWP's implementation of control measures, enforcing control measure performance, and control measure research.





# **I. GENERAL FUND BUDGET**

The General Fund (GF) Budget is funded primarily by permit/air monitoring fees (~61%), and various state and federal funds (~39%). The FY 2020-2021 budget does not anticipate any use of General Fund Reserves for General Fund Expenses.

The GF contains a special sub-account initially funded by the \$10,000,000 public benefit contribution from the LADWP to control PM10 emissions at the Keeler Dunes as a result of the 2013 Settlement Agreement. This budget does anticipate a transfer from the General Fund Reserves of \$221,973.

## **General Fund**

The main General Fund (GF) Budget for fiscal year FY 2020-2021 is \$857,000. Compared to FY 2019-2020, the budget is estimated to be \$188,628 lower (-18.04%).

### **Revenues:**

Revenues for the FY 2020-2021 General Fund budget (Table 2) are projected to decrease by \$188,628 (-18.04%) mainly due to a decrease in Woodsmoke Reduction Program funding offset by additional state and federal funding, and no transfer from reserves. It is anticipated that the State subvention allocation will remain steady, as the District has received its full allocation the past five fiscal years and there has been no word of reductions.

FY 2020-2021 revenue incorporates the Governing Board's waiver of the per capita revenue source that was approved at the March 2020 Governing Board meeting. Given the District's reserve policy, fee payers and permit holders did not see an out-of-pocket fee increase the last seven years (FY 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2019-2020) and based on the current proposed budget, this will again occur in FY 2020-2021. 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. The CPI waiver for Fiscal year 2020-2021 was approved at the March 2020 Governing Board meeting, and a rebate or subsidy of that amount will be applied and reflected on the Fiscal Year 2020-2021 invoices.

### **Expenses:**

Expenses for the FY 2020-2021 General Fund budget (Table 3) are projected to increase by \$24,004 (2.88%) mainly due to an increase in Employee Costs offset by a decrease in Capital. Operating and Compliance Costs have a modest increase.

### **Employee Costs:**

Normal employee costs are up by \$65,504 (11.40%) primarily due to an increase in health costs (both the rates and the coverage situation of current and potential employees in this

budget unit), offset by a decrease in wages and retirement benefits for newer Public Employees' Pension Reform Act (PEPRA) employees that replaced Classic employees in Fiscal Year 2019-2020. This budget also reflects an additional 10% of the employee costs associated with the Air Pollution Control Officer and the Deputy Air Pollution Control Officer to reflect a shift in time spent on General Fund programs. There are 3.85 FTEs associated with the GF budget (Table 4).

#### Operating and Compliance

Operating and Compliance is anticipated to have a modest increase of \$5,500 (3.89%).

#### Capital Outlay

Capital Outlay is anticipated to have a decrease of \$47,000 (-40.17%) as the Fiscal Year 2019-2020 included the cost of a replacement vehicle, and this year's budget does not.

### **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.

Table 5 contains the historic revenues and expenses of this project, as well as the Fiscal Year 2020-2021 budget. Staff anticipates \$558,286 in expenses this fiscal year. However, the trust only has \$336,314 remaining should all expenses anticipated in Fiscal year 2019-2020 occur; the Fiscal Year 2020-2021 budget anticipates the need to transfer \$221,973 from the GF Reserves to balance the budget.

## **II. SB 270 BUDGET AND FEE ASSESSMENT**

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 \$6,522,000. Compared to the 2019-2020 fee total of \$6,172,169, the proposed fee total represents an increase of 5.67% (\$349,831). The 2020-2021 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. The assessment is summarized in Table 6, with further detailed budget items in Table 7. A graphic comparison of this year's assessment with previous years is shown in Figure 1.

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. It also provides for financial support by the LADWP for the Owens Lake Scientific Advisory Panel (OLSAP). The District entered into a contract with the National Academy of Sciences on November 1, 2018 (Board Order #181101-04). The OLSAP then began working on the first task which is scheduled to conclude in April 2020. Additional funding was included in the FY 2019-2020 budget to allow the OLSAP to finish the first task and start a second. For FY 2020-2021, the District has budgeted \$750,000 to allow for OLSAP work on a second task.

### **SB 270 Budget**

The 2020-2021 proposed SB 270 budget total is \$6,522,000. Compared to the 2019-2020 fee total of \$6,172,169 the proposed assessment represents an increase of \$349,831 (Summary, Table 6; Detail Table 7).

#### **Employee Costs**

Since SB 270 was incorporated into the California Health & Safety Code in 1983, the District has assessed fees to the LADWP for the cost of employees and employee overhead associated with the development, implementation and enforcement of dust controls associated with the LADWP's water-gathering activities in the District. For FY 2020-2021, it is proposed that the SB 270 fee assessment pay for a total of 19.55 full-time-equivalent employees (FTE) (See Table 4). This budget proposes a shift of allocation for the Air Pollution Control Officer and the Deputy Air Pollution Control Officer, decreasing each positions' allocation to the SB 270 portion by 10%. This is a decrease of 0.20 FTE (-0.98%) compared to FY 2019-2020 and a reduction of 3.17 FTEs (-13.95%) since FY 2008-2009. At this time, it is expected that 19.55 FTE is adequate to continue implementing terms under the 2014 Stipulated Judgment and requirements of the 2016 SIP.

Total employee costs are estimated to be \$3,260,000, an increase of 3.74% (\$117,612) over FY 2019-2020. 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. The major components of the increase are as follows:

- Approximately \$70,000 increase in normal employee wage increases (scheduled step increases and reclassifications, as well as negotiated COLAs) including associated tax, and workers' compensation increases predicated on wage, offset by the .20 FTE decrease.
- Health insurance increase of \$40,000 to cover known 2020 rates and anticipation of an additional 6% increase in calendar year 2021 based on trends.

The FY 2020-2021 budget proposes:

- 12.00 FTEs to perform air quality monitoring and dust source identification at Owens Lake and Mono Lake, including design, purchasing, installation, data collection, maintenance, calibration, filter weighing, quality assurance, data review, and supervision.
- 2.85 FTEs to do data processing and analysis, preparation of maps and figures, maintenance of the Geographic Information System (GIS), operation of the Owens Lake Health Advisory Network, and purchasing and maintenance of all computer hardware/software.
- 2.70 FTEs to cover all administrative tasks such as policy recommendations to the Board, overall supervision, project design and management, contract management, document preparation, technical supervision, engineering design, compliance enforcement, government agency coordination, budget preparation, technical support to legal consultants, risk manager, personnel manager and public information.
- 2.0 FTEs to act as administrative assistants, receptionist, document copier, mail clerk, file clerk, supply clerk, billing clerk, fiscal supervisor, fiscal clerk/technician, safety clerk, and board clerk.

### Operating & Compliance

This category includes a proportional allocation of rent for all offices (the Tech office in Bishop and the Keeler office), utilities, insurance, office supplies and equipment, travel and professional services. Materials and equipment in this category generally have a cost of less than \$5,000 each and/or a short life. Estimated operating costs are \$2,272,000 which represents a decrease of \$102,000 or -4.3% compared to FY 2019-2020. The major components of the decrease are as follows:

- \$100,000 decrease in control measure testing due to a better understanding of anticipated needs for a T32-2 pilot study.
- \$62,000 decrease in Maintenance and Repairs of Equipment due to replacement equipment being purchased in the last few years.
- Decreases offset by an anticipated \$22,000 increase in property and liability insurance.

- Decreases offset by \$40,000 increase in professional services, \$30,000 of which is for Mono Lake Hydrologic Services.

This category also includes Professional Services. Anticipated contracts in excess of \$25,000 are listed in Table 9.

#### Capital Outlay

This category includes materials and equipment not associated with general support. This equipment has a higher per item cost (more than \$5,000 each or as a whole) and a longer life. Materials and equipment costs in this category may vary substantially from year to year due to specific plans for equipment purchases. For FY 2020-2021, \$240,000 is budgeted, a decrease of \$215,000 or -47.25%.

- \$170,000 decrease in equipment; major purchases have been made the past few years.
- \$45,000 decrease in vehicle purchases; no purchases are anticipated.

### **Owens Lake Scientific Advisory Panel (OLSAP)**

The 2014 Stipulated Judgment provides for financial support by the LADWP of the OLSAP. Funding for the OLSAP will be made pursuant to fee orders by the District per California Health & Safety Code §42316. The fee order for OLSAP may vary based on the statement of work and tasks submitted to the National Academy of Sciences (NAS). Annual funding for the NAS to create and direct the OLSAP to address the tasks provided by the sponsors may range from \$500,000 to \$750,000. Additional funding up to \$2,000,000 annually may be required by LADWP for reporting and analyzing new and relevant testing data deemed necessary to address assigned OLSAP tasks. The first task is scheduled to be concluded in April 2020 and a second task started soon thereafter. In order to continue a second task for FY 2020-2021, the budget includes \$750,000. This represents an increase over Fiscal Year 2019-2020 of \$549,219.

Any remaining OLSAP funds in the SB 270 budget at the completion of NAS contracting and OLSAP work will be credited to the SB 270 fee for the subsequent fiscal year. The SB 270 fee assessment will be credited by the amount of unspent funds from the OLSAP budget line item to the SB 270 total operating budget.



### **III. TABLES AND FIGURES**

**TABLE 1**  
**TOTAL GBUAPCD BUDGET**

<b>GENERAL FUND AND SB 270 BUDGET</b>			
	<b>2019-2020</b>	<b>2020-2021</b>	<b>% Change</b>
<b>GENERAL FUND</b>			
I. Employee Costs	574,496	640,000	11.40%
II. Operating & Compliance	141,500	147,000	3.89%
III. Capital Outlay	117,000	70,000	-40.17%
<b>Sub-Total General Fund</b>	<b>832,996</b>	<b>857,000</b>	<b>2.88%</b>
IV. Keeler Dunes	483,000	558,286	15.59%
<b>Total General Fund</b>	<b>1,315,996</b>	<b>1,415,286</b>	<b>7.54%</b>
<b>SB 270 FEE</b>			
I. Employee Costs	3,142,388	3,260,000	3.74%
II. Operating & Compliance	2,374,000	2,272,000	-4.30%
III. Capital Outlay	455,000	240,000	-47.25%
<b>Sub-Total SB 270 Fee</b>	<b>5,971,388</b>	<b>5,772,000</b>	<b>-3.34%</b>
IV. Owens Lake Scientific Advisory Panel	200,781	750,000	
<b>Total SB 270 Fee</b>	<b>6,172,169</b>	<b>6,522,000</b>	<b>5.67%</b>
<b>TOTAL GENERAL FUND AND SB 270 BUDGET</b>	<b>7,488,165</b>	<b>7,937,286</b>	<b>6.00%</b>



**TABLE 2**  
**GENERAL FUND REVENUES**

<b>REVENUE</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>% change</b>
<b>I. Fees, Permits &amp; Penalties</b>			
A. AB2588 - Toxic Hot Spots	4,000	4,000	0.00%
B. Conservation Mgmt Plan/Prescribed Burn Plan	5,000	6,000	20.00%
C. Geothermal	310,000	305,000	-1.61%
D. Hearing Board	-	-	0.00%
E. Initial Permit Fees (FF, ATC, Mods)	30,000	29,000	-3.33%
F. Penalties & Late Fees	12,000	12,000	0.00%
G. Sources (Asbestos, Diesel, Fuel, Electric, PERP)	128,500	115,000	-10.51%
H. Service Station Vapor Recovery	15,000	15,000	0.00%
<b>Fees, Permits &amp; Penalties</b>	<b>504,500</b>	<b>486,000</b>	<b>-3.67%</b>
<b>II. Other Revenue</b>			
A. Air Monitoring Audits	0	0	0.00%
B. Interest	20,000	5,000	-75.00%
C. Per Capita Fee	0	0	0.00%
D. Sales, Services, Fees, Rebates & Refunds	5,000	4,417	-11.66%
E. State Subvention (3 counties)	138,500	138,500	0.00%
F. Town of Mammoth Lakes (Air Monitoring)	25,000	25,000	0.00%
G. State Funding (WRP, AB 197, AB 617)	145,494	63,100	-56.63%
H. Federal Funding (EPA 105, EPA PM 2.5)	90,134	134,983	49.76%
I. From Reserves	117,000		-100.00%
<b>Other Revenue</b>	<b>541,128</b>	<b>371,000</b>	<b>-31.44%</b>
<b>FY 2020-21 TOTAL GENERAL FUND REVENUE</b>	<b>1,045,628</b>	<b>857,000</b>	<b>-18.04%</b>

TABLE 3

## GENERAL FUND EXPENSES

EXPENSES	2019-2020 Budget	2020-2021 Budget	% Change
<b>I. Employee Costs</b>			
A. Employee Wages	367,404	375,000	2.07%
B. Retirement	74,261	77,500	4.36%
C. Insurance Benefits	63,908	115,000	79.95%
D. Taxes	65,423	67,500	3.17%
E. Worker's Compensation Insurance	3,500	5,000	42.86%
<b>Employee costs</b>	<b>574,496</b>	<b>640,000</b>	<b>11.40%</b>
<b>II. Operating &amp; Compliance Costs</b>			
A. Advertising - Legal Notices & Ads	3,000	2,500	-16.67%
B. Dues, Subscriptions, Education, Use Tax, Fees, AB2588	12,000	16,000	33.33%
C. Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software, Furniture (<\$5,000 ea)	23,500	24,500	4.26%
D. Fuel & Gasoline	4,000	4,000	0.00%
E. Health & Safety	1,000	1,000	0.00%
F. Insurance - Liability, Fire & Casualty	10,500	15,000	42.86%
G. Leases & Rents: Equipment, Office, Site, Storage	9,000	9,000	0.00%
H. Maintenance & Repairs of Equipment - Labor	14,500	8,000	-44.83%
I. Maintenance & Repairs of Equipment - Materials	13,000	13,000	0.00%
J. Postage & Shipping	1,000	1,000	0.00%
K. Professional & Special Services	21,000	22,000	4.76%
L. Supplies & Tools (In Field, Office, General Use)	2,500	2,500	0.00%
M. Transportation & Travel	10,000	12,500	25.00%
N. Utilities	10,500	10,000	-4.76%
O. Public Assistance/Grant Programs	6,000	6,000	0.00%
<b>Operating &amp; Compliance Costs</b>	<b>141,500</b>	<b>147,000</b>	<b>3.89%</b>
<b>III. Capital Outlay</b>			
A. Equipment: Computer, Furniture, General, Office, Scientific, Software, Furniture (>\$5,000 ea)	57,000	55,000	-3.51%
B. Capital Expenditure Fund: Vehicles & Equipment	45,000	-	-100.00%
C. Building Improvements	15,000	15,000	0.00%
<b>Capital Outlay Costs</b>	<b>117,000</b>	<b>70,000</b>	<b>-40.17%</b>
<b>FY 2018-19 TOTAL GENERAL FUND EXPENSES</b>	<b>832,996</b>	<b>857,000</b>	<b>2.88%</b>

General Fund Reserve as of January 31, 2020

3,339,582

**TABLE 4**  
**EMPLOYEE ALLOCATION**

FY 2020-21 Employee Time Allocation	District Keeler SB-270			FTE
Regular Employees				
Admin Asst/ Board & Permit Clerk	0.25	0.00	0.75	1.00
Admin. Projects Manager	0.15	0.00	0.85	1.00
Air Monitoring Specialist	0.15	0.00	0.85	1.00
Air Monitoring Tech I	0.10	0.00	0.90	1.00
Air Monitoring Tech II	0.15	0.00	0.85	1.00
Air Monitoring Tech II	0.00	0.00	1.00	1.00
Air Monitoring Tech II	0.10	0.00	0.90	1.00
Air Monitoring Tech II	0.00	0.00	1.00	1.00
Air Monitoring Technical Specialist	0.05	0.00	0.95	1.00
Air Pollution Control Officer	0.20	0.00	0.80	1.00
Air Quality Specialist I	1.00	0.00	0.00	1.00
Air Quality Specialist I	1.00	0.00	0.00	1.00
Deputy Air Pollution Control Officer	0.30	0.00	0.70	1.00
Director Technical Services	0.00	0.00	1.00	1.00
Field Services Technician II	0.00	0.00	1.00	1.00
Field Services Technician II	0.00	0.00	1.00	1.00
Field Services Technician II	0.00	0.30	0.70	1.00
Fiscal Services Technician	0.15	0.00	0.85	1.00
Research & Systems Analyst II	0.10	0.00	0.90	1.00
Research & Systems Analyst II	0.05	0.00	0.95	1.00
Research & Systems Analyst II	0.05	0.00	0.95	1.00
Senior Scientist	0.00	0.20	0.80	1.00
Sr. Systems & Research Analyst	0.05	0.00	0.95	1.00
Technical Services Specialist	0.00	0.10	0.90	1.00
Subtotal Regular Employees	3.85	0.60	19.55	24.00
TOTAL 2020-2021 FTE	3.85	0.60	19.55	24.00
TOTAL 2019-2020 FTE	3.65	0.60	19.75	24.00

**SB270 FTE change 2019-2020 to 2020-2021** **-0.20 -0.98%**

TABLE 5

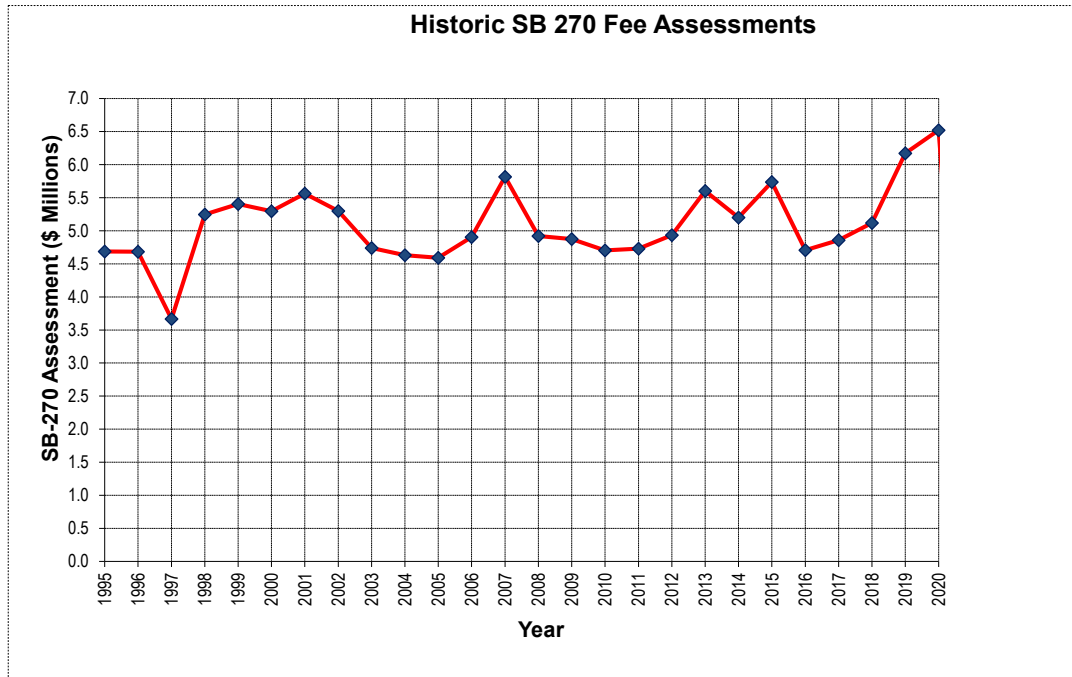
## GENERAL FUND SPECIAL FUNDS

KEELER DUNES DUST CONTROL PROJECT	2013-2019	2019-2020	2020-2021	
	Years 1-6 Actuals	Year 7 Budgeted	Year 8 Budgeted	Total
<b>INCOME</b>				
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	97,011			97,011
Refund from AVRCD	35,000			35,000
Refund from Myers Farms	-	70,000		70,000
From GF Reserves			221,973	221,973
	<b>11,331,718</b>	<b>70,000</b>	<b>221,973</b>	<b>11,623,691</b>
<b>EXPENSES</b>				
<b>I. Administration</b>				
A. Professional Services - AMEC, WOOD	590,304	29,000	5,000	624,304
<b>II. Project</b>				
A. BLM Fee	47,901	15,000	8,000	70,901
CEQA - Notice of Determination Fee	3,030	-	-	3,030
State Water Resources Control Board Fee	5,616	7,000	7,000	19,616
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.	79,297	10,000	14,000	103,297
D. Construction: Barnard, Nature's Image, ACE	7,870,722	173,000	266,000	8,309,722
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)	42,496	-	-	42,496
F. Plant Propagation: Antelope Valley Resource/Greenhart Farms	529,108	30,000	35,000	594,108
G. Straw Bale Demonstration Test- DRI	37,218	-	-	37,218
H. KCSD Water System Upgrade	25,000	-	-	25,000
I. KCSD Irrigation Water	3,490	14,000	6,000	23,490
J. Water Well Monitoring & Lab Analysis	1,449	-	-	1,449
K. Irrigation system maintenance and repair	-	10,000	10,000	20,000
L. Field vehicle maintenance and gas	-	6,000	7,000	13,000
M. Site costs (field equipment and materials)	-	10,000	14,000	24,000
N. Additional costs for field crew	365	6,500	11,400	18,265
O. Field Oversight (WOOD or other contractor)/ACE Intern	-	41,000	50,000	91,000
P. Cultural Resource Monitoring	-	30,000	28,900	58,900
Q. Tribal Project	-		11,300	11,300
<b>III. Employee Costs</b>				
A. Senior Scientist (.20)/Field Services Tech (.30)/Technical Svcs Spec (.10)	302,292	76,500	84,686	463,478
<b>TOTAL KEELER DUNES</b>	<b>10,582,404</b>	<b>483,000</b>	<b>558,286</b>	<b>11,623,691</b>

**TABLE 6****SB 270 FEE ASSESSMENT**

<b>FY 2020-21 SB 270 Total Fee Summary</b>			
	<b>2019-2020</b>	<b>2020-2021</b>	<b>% Change</b>
<b>Assessment Expenses</b>			
I. Employee Costs	3,142,388	3,260,000	3.74%
II. Operating & Compliance	2,374,000	2,272,000	-4.30%
III. Capital Outlay	455,000	240,000	-47.25%
<b>Sub-Total SB 270 Fee</b>	<b>5,971,388</b>	<b>5,772,000</b>	<b>-3.34%</b>
IV. OLSAP Assessment	200,781	750,000	273.54%
<b>Total SB 270 Fee Assessment</b>	<b>6,172,169</b>	<b>6,522,000</b>	<b>5.67%</b>
<b>Less Reserve Policy Credit</b>	0	-275,873	
<b>SB 270 Fee Due</b>	<b>6,172,169</b>	<b>6,246,127</b>	<b>1.20%</b>

FIGURE 1



Year	Amount
1995	4,686,414
1996	4,682,317
1997	3,666,543
1998	5,246,725
1999	5,403,643
2000	5,295,089
2001	5,561,270
2002	5,300,597
2003	4,739,313
2004	4,631,000

Year	Amount
2005	4,591,000
2006	4,903,825
2007	5,816,250
2008	4,922,265
2009	4,876,300
2010	4,703,600
2011	4,730,000
2012	4,934,550
2013	5,601,000
2014	5,200,000

Year	Amount
2015	5,737,000
2016	4,706,000
2017	4,859,118
2018	5,118,500
2019	6,172,169
2020	6,522,000

TABLE 7

## SB 270 EXPENSES

EXPENSES	2019-2020 Budget	2020-2021 Budget	% change
<b>I. Employee Costs</b>			
A. Employee Wages	1,835,360	1,870,000	1.89%
B. Retirement	503,885	540,000	7.17%
C. Insurance Benefits	460,566	500,000	8.56%
D. Taxes	326,577	330,000	1.05%
E. Worker's Compensation Insurance	16,000	20,000	25.00%
<b>Employee Costs</b>	<b>3,142,388</b>	<b>3,260,000</b>	<b>3.74%</b>
<b>II. Operating &amp; Compliance</b>			
A. Advertising - Legal Notices & Ads	1,500	5,000	233.33%
B. Dues, Subscriptions, Education, Use Tax & Fees	64,000	65,000	1.56%
C. Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea)	146,500	135,000	-7.85%
D. Fuel & Gasoline	30,000	30,000	0.00%
E. Health & Safety	5,000	5,000	0.00%
F. Insurance - Liability, Fire & Casualty	58,000	82,000	41.38%
G. Leases & Rents: Equipment, Office, Site, Storage	33,000	35,000	6.06%
H. Maintenance & Repairs of Equipment - Labor	71,000	55,000	-22.54%
I. Maintenance & Repairs of Equipment - Materials	251,000	205,000	-18.33%
J. Postage & Shipping	2,000	5,000	150.00%
K. Professional & Special Services	1,340,000	1,380,000	2.99%
L. Supplies & Tools (In-Field, Office, General Use)	27,500	25,000	-9.09%
M. Transportation & Travel	29,500	35,000	18.64%
N. Utilities	80,000	75,000	-6.25%
O. Control Measure Testing	200,000	100,000	-50.00%
P. Public Outreach & Education	10,000	10,000	0.00%
Q. Contingency Expenditures	25,000	25,000	0.00%
<b>Operating &amp; Compliance Costs</b>	<b>2,374,000</b>	<b>2,272,000</b>	<b>-4.30%</b>
<b>III. Capital Outlay</b>			
A. Equipment: Computer, Furniture, General, Office, Scientific, Software, Furniture (>\$5,000 ea)	325,000	155,000	-52.31%
B. Vehicles & ATVs	45,000	0	-100.00%
C. Building and Land	0	0	0.00%
D. Building Improvements	85,000	85,000	0.00%
<b>Capital Outlay Costs</b>	<b>455,000</b>	<b>240,000</b>	<b>-47.25%</b>
<b>Expenses Total (Parts I, II, III)</b>	<b>5,971,388</b>	<b>5,772,000</b>	<b>-3.34%</b>
<b>IV. Owens Lake Scientific Advisory Panel</b>			
A. 2014 Stipulated Judgment (Paragraph 12.G)	200,781	750,000	273.54%
<b>SB 270 Total Fee Assessment (Parts I - IV)</b>	<b>6,172,169</b>	<b>6,522,000</b>	<b>5.67%</b>
Reserves Balance as of March 31 (estimated)	1,752,417	2,447,699	
Reserve Policy Amount @ 33.3% of FY Costs	2,019,905	2,171,826	
Credit to SB 270 Fee Assessment		(275,873)	
<b>FY 2020-2021 SB 270 Fee Due</b>	<b>6,065,781</b>	<b>6,246,127</b>	<b>2.97%</b>

**TABLE 8**

**SB 270 PROFESSIONAL SERVICES**

<b>Professional and Special Services (over \$25,000)</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>% Difference</b>
Satellite Imagery	25,000	25,000	0.00%
Owens Lake Hydrologic Services	150,000	150,000	0.00%
Mono Lake Hydrologic Services	150,000	180,000	20.00%
Environmental Consulting (CRTF)	200,000	200,000	0.00%
DRI (Remote Sensing - DCM Compliance)	210,000	210,000	0.00%
King Spalding (Legal)	250,000	250,000	0.00%
Ramboll-Environ Consulting - Owens Lake and Mono Lake Air Modeling	250,000	250,000	0.00%



## IV. 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 2019-2020, as well as the expected accomplishments for the FY 2020-2021, subject to the Governing Board's approval of the proposed budget that supports these goals.

### **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 FY 2019-2020, in addition to routine permitting, inspections and handling of noncompliance issues, the Division:

- Recruited two new Air Quality Specialists to fill the vacancies left by staff retirement.
- Developed a Permitting and Enforcement Handbook that contains the standard procedures used to process, review, and issue permits; conduct inspections; respond to complaints; and, initiate enforcement actions for violations.
- Initiated work on updated District stationary source application forms and standardized permitting templates that will be implemented in FY 2020-2021.
- Continued development of an updated permitting database to modernize and improve District operations and capabilities.
- Initiated work on a revised Smoke Management Program and updates to District open outdoor burning rules. Conducted additional monitoring of prescribed burns under California Air Resource Board's prescribed fire grant.
- Implemented and reported actual emissions for stationary source facilities meeting specific thresholds to the California Air Resources Board under AB617 and AB197.

### **Keeler Dunes**

#### *Project Goal:*

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

#### *Project Accomplishments:*

The Keeler Dunes Dust Control Project is in its sixth 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

six planting efforts to date. The most recent planting effort was completed in January 2020 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 2019, 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):** The main activity completed in 2018-2019 was providing supplemental irrigation for the plants in the project. All plants were watered in the fall of 2018, spring 2019, and summer 2019. The contract with Nature's Image was ended in February 2019. Work completed since March 2019 has been conducted by crews from the American Conservation Experience (ACE). The District also contracted with ACE for an intern to work on the project full time from July 2019 through April 2020 to help with general maintenance and operations of the project and to help with directing work crews during seasonal irrigation events. Plant propagation of 10,000 native shrubs was completed by Greenheart Farms and the plants will be placed in the ground in January-February 2020.
- **Year 6 (Fall 2019 to Fall 2020):** *In progress.* Several significant changes made to the project in spring 2019 have resulted in successful progress in getting plant establishment in the dunes. The ACE crews and the ACE intern working in the dunes have met all productivity expectations for completion of season irrigation of existing plants as well as general operation and maintenance work. 10,000 native shrubs grown out in 2019 will be planted in the project in January-February 2020. Additionally, another set of 10,000 plants will be started in the spring of 2020 by Greenheart Farms for planting in winter 2021.

Long-Term Project Plan:

The main work activity over the next year is to nurture the plants that have been installed over the past 5 years. This primarily consists of providing continued irrigation during plant establishment so that the plants mature and develop a root system capable of tapping into available moisture within the dunes so that they can survive on their own. In addition to irrigation, young plants maybe unburied if they become covered with moving sand. Due to difficulty in providing sufficient water to young recently installed plants, a change has been made in the irrigation method from hand watering to sprinkler irrigation. A small-scale test of this change was 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. The main work duties in the dunes will be completed by crews from the ACE. Duties for the work crew include, irrigation of plants in the project, planting of 10,000 new native shrubs, 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 Quality Monitoring Division**

The District's Air Quality Monitoring Division implements, operates and maintains the District's air quality and meteorological monitoring network, the data from which are used to determine compliance with the national ambient air quality standards (NAAQS). The data are also used to aid the District in the development of emissions control strategies that protect the public health, and are provided to the State Air Resources Board, to the United States Environmental Protection Agency (US EPA), and to the public. The District's SB270 monitoring network includes fourteen (14) active PM10 and meteorological monitoring stations and six (6) additional meteorology-only monitoring stations all of which are operated by District Air Monitoring Technicians. The Air Quality Monitoring Division operates and maintains the District's California Air Resources Board-certified PM2.5 laboratory, where all of the PM filters collected throughout the District are processed and analyzed. Additionally, the division has a Quality Assurance component which conducts quarterly audits of air quality monitors throughout the District's network.

The District Air Quality Monitoring Division staff's regular responsibilities include: 1) the determination of monitoring locations; 2) the installation of monitoring stations; 3) the operation, maintenance, and calibration of field monitors; 4) operation, maintenance, and calibration of laboratory equipment used for filter processing; 5) internal quality assurance audits of monitoring equipment; and, 6) reporting of the collected data to local, state, and federal databases which is completed by the District's Data Systems and Technology Division.

During FY 2019-2020, in addition to regular operation and maintenance of the District's stations, the Air Quality Monitoring Division made a couple of significant changes: a replacement Thermo 1405 continuous PM10 monitor was installed at the Mono Shore monitoring station and a new Thermo Partisol 2025i filter-based monitor was installed at the Lee Vining station. Goals for the upcoming fiscal year include replacement of community and non-community monitoring equipment in need of replacement with T640x, TEOM, and Partisol particulate monitors.

Additional General Fund specific activities for the Air Quality Monitoring Division include continued further refinement of the operations of gaseous monitors at the NCore station at WMRC based on the findings of the CARB's Technical Systems Audit. Goals for the future fiscal year include replacement of filter-based monitoring equipment at the Mammoth Lakes monitoring station.

### 103 Grant – PM2.5 Monitoring

Grant funding is provided by EPA for PM2.5 monitoring in the District. Grant levels were increased with the 2019 grant year due to the expansion of the District's PM2.5 monitoring program to include the Lee Vining and Mammoth Lakes monitoring stations. These funds are provided to offset the cost of monitoring procurement as well as annual operation and maintenance costs.

### 105 Grant – General Air Quality Monitoring

105 Grant funds are provided by EPA for general monitoring that is not covered by LADWP through the SB270 budget. These funds are used primarily to cover operating and maintenance costs for the EPA National Core (NCORE) monitoring station the District operates at the White Mountain Research Center near Bishop, California. This rural monitoring station is a part of the EPA's national network the data from which are used by EPA to make national regulatory decisions for the protection of public health.

105 Grant funds are also used to offset the cost of some District monitoring programs, including the Mammoth monitoring station and the E-BAM PM2.5 monitors used to monitor impacts from wildfire events in locations where a permanent monitoring station is not installed.

### **Owens Lake and Mono Lake Technical Services Division**

The Owens Lake and Mono Lake Technical Services Division fall entirely under the SB270 budget. In addition to air quality monitoring discussed above, the Owens Lake Dust Identification Program (Dust ID) operated and maintained by the Technical Services Division performs data collection from approximately 100 co-located Cox Sand Catcher and Sensit sites (collectively, Sensit), 23 remote cameras, aerial mapping, visual observations, and field inspections. The Mono Lake Dust ID Program is a smaller network of fifteen (15) Sensit sites and two (2) remote cameras. The focus of the Technical Services Division is to locate and document emissive uncontrolled areas of lakebed as a result of the LADWP's water diversion and conveyance activities. Emissions from source areas exceeding federal and state ambient air quality standards determine specific source areas requiring dust control mitigation and abatement. As a result of approximately 48.6 square miles of dust control implementation and mitigation at Owens Lake over the past 19 years, the Owens Lake Technical Services Division now also focuses on compliance monitoring along with successful continuance of all Best Available Control Measure (BACM) performance criteria requirements.

Accomplishments during FY 2019-2020 include the completing multiyear upgrade of logging equipment on the Owens Lake. This upgrade was envisioned to take three years. Fiscal Year 2019-2020 was the third and final year of the three-year effort. Field compliance checks and test continue to be done, both visually and with the Districts existing Unmanned Aerial Vehicle (UAV) fleet. The UAV budgeted in FY 2018-2019 was delivered in the fall of 2019 and is currently undergoing District testing and final adjustments to ensure successful data collection.

This UAV allows much larger areas to be analyzed in a shorter amount of time. Once staff has finished final adjustments, data collection will begin in early spring. Staff has also continued to work on developing a small air quality monitoring program that can be located around areas of interest on the Owens Playa. The first test area has six monitors and has been running successfully for almost a year. Collected data is being analyzed and if proven reliable, further installation will take place. Staff has also started looking into covering our entire Owens Lake Sensit and air monitor network to collect data via WiFi instead of through our existing radio system. For FY 2020-2021, upgrades to the communication and camera networks will continue. As the network communication improves, the opportunity to collect data via WiFi throughout the Owens Playa will become an option. This type of communication is much quicker and puts a lot less stress on the data collection system. A small pilot project was started in December of 2019 and will continue to expand as network communications improve.

Staff continues to look into additional ways to monitor areas where substitution for traditional Sensit may be applicable. These include Tillage with BACM Backup (TwB2), BACM Shallow Flooding areas wetted with sprinklers, certain areas of BACM Managed Vegetation, and specific areas previously ordered for dust control but in a state of monitoring and avoidance due to sensitive resources. As mentioned above, the first test of small air sensors used in an upwind downwind configuration was recently installed. Staff will continue with this study in FY 2020-2021. If results are encouraging, the small air sensor network may be expanded to other areas of interest.

### **Science and Research Division**

The Science and Research Division conducts and supports the technical and scientific work being completed in association with Owens Lake and Mono Lake for the SB270 Program. The work completed by the Science and Research Division is completed as part of work duties by multiple District staff members including the Senior Scientist, Deputy Air Pollution Control Officer, Director of Technical Services, Technical Services Technicians, Air Quality Technicians, Research System Analysts, and other District staff. The main work tasks are given and described below.

#### ***Work Tasks Underway***

1. Dust control compliance, enforcement, and monitoring of Owens Lake dust controls: The dust control project implemented on Owens Lake by LADWP covers over 48 square miles of the lakebed. The project consists of a mosaic of three BACM dust control measures: Shallow Flooding, Managed Vegetation, and Gravel Blanket. Each of these BACM have specific performance criteria, as specified in Board Order #160413-01, that must be met to ensure that there are no dust emissions from the control areas that cause or contribute to exceedances of the PM10 Federal standard at the 3,600-foot elevation regulatory shoreline or the California State PM10 standard in the local communities. As much as possible, due to the large extent of the dust control areas, the required performance criteria are evaluated using remote sensing methods. The District conducts

many of the routine compliance evaluations in-house using methods developed by experts in remote sensing. The current remote sensing expert working with the District is from the Desert Research Institute (DRI) in Reno, Nevada and works on technical issues of the compliance methodology and in developing new and more efficient ways to conduct the compliance evaluations.

BACM Shallow Flooding and BACM Managed Vegetation areas are monitored regularly to determine if they meet the minimum performance criteria. Shallow Flooding areas are required to have a minimum wetness cover throughout the dust year which is checked regularly (every 5 to 8 days when conditions are clear) using the results of analysis from either Sentinel 2 or LandSat imagery. Managed Vegetation areas are assessed annually, at the end of the growing season in the fall, to determine if they have the required minimum level of ground cover and spatial distribution of plants. The method for evaluating the vegetation cover uses satellite imagery combined with field data collection.

Shallow Flooding has two variations that allow the LADWP to save water. The first of these variations is TwB2 that allows the surface to have large-scale tillage ridges present in place of water. The second variation is Brine with BACM Backup (Brine) that allows an area to be covered with a mix of water and specific types and thicknesses of salt crust. Should the TwB2 and Brine areas deteriorate such that they become potentially emissive, they are required to either be re-flooded or have maintenance activities performed. The order for re-flooding or maintenance work depends on the conditions present and how far they have deteriorated from the required compliance criteria. Both the TwB2 and Brine evaluations require analysis of remotely sensed imagery combined with field inspection of the conditions present on the ground. DRI assists the District in these evaluations, especially in the Brine work and required field inspections.

2. Participation in Habitat and Groundwater Workgroups for Owens Lake Master Project:

The LADWP is in the process of developing a Master Project for Owens Lake. The development of the Master Project is being led by the LADWP to balance the requirements for dust control with a reduction in water use from the aqueduct, maintaining habitat value, protection of cultural resources, and allowing for and promoting recreation and access on the lake. Water use reduction is being promoted through a combination of utilization of low-water or waterless dust controls and development of local water sources from groundwater within the Owens Lake area.

A draft Environmental Impact Report (EIR) is being prepared by the LADWP and is scheduled for release in the fall of 2020. Critical components of the EIR and project description are the development of Resource Protection Protocols (RPPs) for the

vegetated areas along the shorelands of the lake and for groundwater levels and chemistry in the surrounding area.

District staff have been involved with the Master Project (formerly called the Master Plan) since it first began in 2010 as part of the Coordinating/Advisory Committee and as members of the Habitat Workgroup and the Groundwater Workgroup. The Habitat Workgroup has been working on the development of a Habitat Suitability Model and developing the management tiers and thresholds to protect the habitat resources present.

The LADWP began the Owens Lake Groundwater Evaluation Program in 2009 to evaluate the groundwater resources in the Owens Lake basin with a focus on potential use for dust control operation. Once the Master Project planning began, the Groundwater Workgroup was formed with interested stakeholders interested in preventing impacts to the area from development of a groundwater source for dust controls.

RPPs have been developed by the LADWP for the Habitat and Groundwater Workgroups. Both RPPs are highly technical and complex documents. The District has worked with experts in remote sensing and hydrology in the review of these documents to ensure the protection of the local environmental resources. Of concern is the potential to create new dust sources on and around Owens Lake with groundwater pumping.

3. Patsiata Cultural Resource Task Force: The Cultural Resource Task Force (CRTF) was formed as part of the Settlement Agreement in 2013 with the LADWP. In 2019, the CRTF was renamed as the Patsiata Cultural Resource Task Force (PCRTF) to reflect the indigenous name for Owens Lake, Patsiata. The purpose of the PCRTF is to work with local tribes and other agencies to find ways to provide dust controls in areas with sensitive cultural resources. The PCRTF has worked with the Tribes on the recommendations for resources that were found in the Phase 7a and Phase 9/10 projects and were evaluated and determined as eligible for listing on the California Register of Historic Resources (the eligible areas are termed Phase 7b and Phase 9/10b areas, respectively). Upon Tribal recommendation and approval by the Great Basin Governing Board, dust controls are currently being avoided in the Phase 7b and Phase 9/10b eligible areas. During the avoidance period, the resource areas are being monitored by the District for dust emissions and surface activity and by the PCRTF monitoring subgroup for vegetation cover and human disturbance.

The Monitoring Committee of the PCRTF is working on designing a pilot dust control project in one of the avoidance areas. The project is being designed as a test of a low impact measure to provide some control of the area through irrigation to enhance existing vegetation and encourage natural recruitment of volunteers. Work is expected to begin in 2020 and continue through the 2020-2021 fiscal year.



As the dust control project on Owens Lake has increased in size over the ten (10) phases of work completed to date, the impact to cultural resources has become more of an issue with the local Tribes and other agencies. To recognize the importance of the resources in the Owens Lake area to the local Tribes and develop a comprehensive management plan, the District, the California State Lands Commission, the National Historic Preservation Office, the local Tribal Nations, the Bureau of Land Management (BLM), and the LADWP are working on a creation and nomination of the Owens Lake to the National Register of Historic Places. Work on the nomination and management plan are anticipated to continue through the 2020-2021 fiscal year.

4. Management and oversight of professional services contracts: The District contracts with several firms for professional consulting services associated with the SB270 program. The Science and Research Division directs, manages, and oversees the contracts for the following services.
  - Environmental consulting services (TEAM Engineering)
  - Archaeological consulting services in support of the Cultural Resource Task Force (TEAM Engineering)
  - Dust control compliance and enforcement - Remote sensing services (Desert Research Institute, DRI)
  - Dust control measure research (TEAM Engineering, DRI, analytical labs)
  - Hydrological evaluation services (Ramboll)
  - Owens Lake science and history (DRI)

#### ***Work Tasks for 2020-2021 and Beyond***

In FY 2020-2021, the Science and Research Division will continue to work on the four tasks described above. The District will continue to conduct regular evaluations of the BACM Shallow Flooding and with the assistance of DRI, will conduct evaluations of the Brine BACM areas the BACM Managed Vegetation areas. The District will also perform regular evaluations of the TwB2 areas through review of sand flux and Light Detection and Ranging (LIDAR) data submitted by the LADWP and by conducting in-house Induced Particulate and Emission Test (IPET) and surface observation testing. It is expected that DRI will continue to work with and provide technical assistance to the District for all compliance related activities.

The District is concerned that the development of groundwater from under Owens Lake for use in the dust control areas will negatively impact environmental resources and create new and additional dust sources areas that will prevent the Owens Valley Planning Area from reaching attainment for PM10. During the 2020-2021 FY, the Science and Research Division will continue to participate in the Groundwater Working Group and Habitat Working Group of the Owens Lake Master Project and provide thorough technical review and comment on resource protection protocols and environmental analysis documents. 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 along with Ramboll-Environ will be working with other agencies and interested parties on updating and refining the air quality model for the Mono Basin and lake level models in advance of a potential upcoming State Water Resource Control Board Hearing.

The Tribes completed their recommendations for the Phase 9/10b resource areas and submitted them to the LADWP and to the District in December 2017. The District Governing Board approved temporary avoidance and monitoring of these areas per the Tribal recommendation at the January 2018 meeting. The areas that were avoided as part of Phase 7b and Phase 9/10b will continue to be monitored by the District and the PCRTF Monitoring Subgroup. It is anticipated that the nomination process of the National Register Nomination will continue to progress over 2020-2021 with the development of a comprehensive management plan and preparation of the draft nomination package.

The Science and Research Division will continue to work on potential new alternative dust control measures. The Science and Research Division will be working with the PCRTF Monitoring Group on the design and implementation of a pilot project for providing low-impact dust control in one of the avoidance areas. Based on the report and recommendations from the Owens Lake Scientific Advisory Panel in April 2020, it is anticipated that there may be research started in the 2020-2021 fiscal year on alternative dust control measures for Owens Lake.

### **Data Systems and Technology Division**

The Data Systems and Technology Division (DSTD) is tasked with data analysis and validation, compliance assessment, information services, and public outreach. It is comprised of one Senior Research and Systems Analyst and three Research and Systems Analyst IIs. Together, DSTD staff oversee several specific programs including the following:

#### ***Owens Lake and Mono Lake DustID Modeling support and oversight***

Accomplishments: DustID has been a core task for DSTD for almost two decades and critical in determining the need for additional BACM dust control measures. It involves the generation and compilation of three components, 1) sand flux, 2) meteorological data, and 3) PM10 data. The flux data is generated by retrieving the Cox Sand Catch collection weights from Owens Lake and Mono Lake and time-resolving the sand mass with Sensit data. Recently, the DustID databases have been upgraded from several Microsoft Access databases into a consolidated Microsoft SQL database. In the next year, the computer which runs SQL will be upgraded to handle the increased computational demands. Meteorological and PM10 data are handled in our cloud-based database management system, AirVision. All these data are thoroughly QA/QCed before being provided to our modeling consultant, Ramboll Inc. Once the model has been run by Ramboll, DSTD staff processes and inspects the results to determine the quantity and frequency of PM10 emissions from the modeled source areas. These findings are used to determine if additional dust controls are required on Owens Lake. On Mono Lake, the model is used to assess the progress toward reaching attainment status in the Mono Basin PM10 Planning Area.

Goals: The District is obligated by the SIP to perform PM10 modeling annually, providing an assessment of the need for additional BACM controls by the end of each year. DSTD intends to continue annual modeling every year into the future. The cost for the modeling consultant in recent years has been \$250,000 and expected to be the same in 2020-2021. In addition to the DustID modeling, this cost covers the daily Owens Lake Yesterday modeling, which runs every morning and provides near-instantaneous PM10 emissions maps and animations.

***Data validation for all monitored parameters***

Accomplishments: This is also a core task for DSTD and receives much focus and staff time. The District has a very large network of air quality monitors, each collecting a variety of parameters, all of which need to be transmitted to a centralized data management system and validated in a three-level validation process. In 2016, the District recognized our data were outgrowing Microsoft Access database size limitations and could not continue to manage and validate the growing volume of data. After much research, the District chose Agilaire Inc to provide a cloud-based database management system called AirVision to replace the Access database.

Goals: In 2020-2021 the annual budget for the cloud based AirVision service is \$13,000. AirVision is a fully-fledged platform that is reliable, dependable, and used by many Air Quality management operations across the country. Since AirVision is cloud-based and Agilaire Inc is responsible for all technical upkeep, security, and maintenance, the District feels it's a very good value. DSTD is pleased with the efficiency AirVision has brought to the District and looks forward to its continued use.

***EPA Air Quality System (AQS) updates, oversight, and certification***

Accomplishments: One of the fundamental responsibilities of the District is reporting ambient air monitoring data to the Air Quality System (AQS) operated by the U.S. EPA. AQS is the repository that contains the air monitoring data of every air monitoring agency in the U.S. It is also the database that tracks the number federal exceedances of PM10 and other standards. The District monitors our AQS holdings carefully. Every quarter, after the District has performed all three levels of validation, the data are uploaded to the AQS database. AQS reports are then run to verify that the quarterly holdings are correct and accurate. Annually, on May 1, the District performs a thorough check of the AQS holding for the previous year and, once the District re-verifies their accuracy, certifies those holdings with the USEPA.

Goals: DSTD plans to continue its unwavering, excellent track record of timely and accurate AQS submission and annual certification. The cost to the District to load and manage AQS data is limited to staff time, annual AirVision subscription (detailed above), and attending biannual trainings.

### ***Database management***

Accomplishments: DSTD staff have developed several databases inhouse which are relied on extensively. One of the most critical is the Air Monitoring FileMaker database which allows District Air Monitoring Technicians to remotely document site maintenance information to a central server in real-time. By working with Air Monitoring staff to develop this tool, DSTD has streamlined and modernized maintenance records into a searchable, shared resource. A secondary benefit of this database is automatic data pre-invalidation, so that data affected by maintenance activities are flagged, preventing inadvertent air quality alerts. Another example of a DSTD-developed database uses FileMaker to facilitate the rapid update of website contents such as wildfire information and public notices. Now, the District website backend is entirely data-driven through FileMaker, AirVision, and DSTD custom coding.

Goals: DSTD plans to continue to implement strategic database tools to increase efficiency and productivity. In 2020-2021, DSTD plans a complete overhaul of the District's internal permitting system, allowing multiple user access and a map-driven interface. The annual budget for FileMaker database software is \$3,600 in 2020-2021.

### ***Computer and technology provisioning and support***

Accomplishments: The DSTD provides the District with the technical capabilities and information resources required to make the District as efficient, advanced, and nimble as possible. This involves too many items to list here. It includes 1) maintenance and management of three Synology Network File Servers which securely disseminate shared files among District staff in our Bishop and Keeler offices, 2) management and operation of secure multi-node WAN fiber and cellular connections from the Bishop office to remote air quality monitors, 3) a tech refresh program which regularly evaluates computing hardware requirements and provisions replacement resources, and 4) providing staff with the technical software required to perform at optimum efficiency.

Goals: DSTD plans to continue to provide the District the technical resources required to perform high-end modeling, GIS, analysis, and reporting, as well as support staff on a technical level on a daily basis. In 2020-2021, DSTD has budgeted for several technological components, including additional Synology hard drive expansion/replacements, tech updates, and essential software (Office, ESRI for GIS, ENVI for Image Processing, etc.).

### ***Google Apps for Business administration***

Accomplishments: In 2015, the District took the step to centralize our email and documents to the Google Apps for Business cloud-based collaboration platform. The transition was complex and involved, though well-planned and well-executed. District staff now enjoy much more efficiency via email correspondence with a searchable, familiar interface accessible both on desktops and mobile. In addition, staff are now able to collaborate and share documents with ease within the District and collaborators outside the District. The administration and oversight of Google Apps is straightforward and requires minimal effort.

Goals: DSTD recommends the continued subscription to Google Apps for Business. We have budgeted \$5,750, increased slightly from previous years.

### ***BACM Compliance and GIS Administration***

Accomplishments: DSTD is committed to delivering timely and accurate BACM compliance assessments. During Shallow Flood compliance season (Oct-June), an assessment is generated for every cloud-free Sentinel-2 satellite overpass (every 5 days). These assessments provide critical feedback, alerting LADWP managers and District staff to potential breakdowns, and identifying whether compliance thresholds are met or not. DSTD performs Managed Vegetation compliance calls on an annual basis, assessing whether BACM Managed Vegetation is compliant. Both compliance assessments rely heavily on our centrally managed GIS. Over the past few years, DSTD has organized a secure, centrally managed GIS repository. This GIS repository is administered by DSTD staff and accessible to all District employees. By having the repository centrally located, all GIS data used by staff in various projects are certain to reference the most current, up-to-date version.

Goals: DSTD plans to continue to provide the District timely and accurate compliance analyses and to administer a centrally managed GIS repository, adding and updating data as they become available. There is no additional impact to the budget other than staff time and the Synology servers and software which are budgeted for and discussed above.

### ***Air Quality Advisories***

Accomplishments: In 2014, with the intent of protecting public health, the District Governing Board adopted Rule 701 which establishes the District's Air Quality Advisory System. The Rule sets the PM concentration triggers for Stage 1 and Stage 2 PM Air Advisories for smoke and dust. This system is unique to the District – no other Air Monitoring Agency disseminates automated health alerts on an hourly basis. To accomplish this task, DSTD custom-coded those triggers into our AirVision data management system and has written extensive code to send community-specific alerts to concerned citizens, schools, and hospitals, both in Short Message Service (SMS) text and email. In addition, the alerts are automatically propagated to a prominent location on our website home page.

Goals: In 2020-2021, DSTD plans to continue to disseminate Air Advisories based on Rule 701 triggers. In addition, DSTD plan to streamline and improve the advisory system to allow for simpler sign-up and to speed up the time it takes the alerts to broadcast. As PM monitors are upgraded from PM10 to PM10/PM2.5, DSTD will accommodate the new parameters in AirVision and the alert system.

### ***Web presence***

Accomplishments: In 2017-2018, DSTD placed increased focus on expanding public outreach through the District website. We experienced a rapid growth in traffic and interest from the

public, particularly during periods of high-volume air quality advisories. DSTD realized the functionality of the District website was lacking and not able to easily communicate important information to citizens. The previous design was from 2010, prior to the widespread use of mobile devices. To address the issue, DSTD took it upon itself to develop a new mobile-friendly website, one that was scalable, attractive, easily navigated, and easy to update.

Goals: DSTD plans to manage the new website, keeping the content current and relevant. In addition, DSTD plans to upgrade the website background coding to current programming standards. In 2020-2021, DSTD has budgeted \$2,400 for a web hosting service.

### ***Telephony system (VOIP)***

Accomplishments: In 2016, the District land-line based phone system was getting very antiquated and expensive and did not provide standard features such as call forwarding and voicemail to email. DSTD evaluated available options and identified a VOIP system that would reduce District costs and provide many additional features. DSTD acquired and installed the system and the District is now realizing substantial cost savings. The management of the system is only required when an employee leaves or enters employment with the District, so is generally minimal.

Goals: DSTD plans to continue to manage the VOIP phone system for the District. DSTD has budgeted \$9,500 for 2020-2021, which includes service to both Keeler and Bishop offices.

## **Administrative Services Division**

The Administrative Services Division serves as the support staff for the District and is comprised of three positions:

- Administrative Projects Manager (APM) duties include contract management, budgeting, general administrative functions, human resources, RFP & bid processes, surplus processes, grant compliance, maintenance coordination, risk management, safety and education training, administrative portions of air pollution control projects, coordination of audit and actuary, reporting to state agencies, FPPC compliance officer, and supervision of the Administrative Services division.
- Fiscal Services Technician duties include accounts payable, accounts receivable, payroll, employee benefit coordination, fiscal support services, financial reporting for audits and Governing Board, coordination and reconciliation of accounting between the District and the Treasury, vendor account management, budget monitoring, and backup to the Administrative Specialist.
- Administrative Specialist/Permit Coordinator/Clerk of the Board duties include examination and acceptance of documents as official records, preparation of agendas, minutes, and board packets including resolutions and board orders, maintenance of the master calendar and docket, liaison between Governing Board, Hearing Board, staff, and public, and coordination of public record request responses.

The Administrative Services Division has been busy in FY 2019-2020. In addition to the yearly routine tasks such as budget preparation, payroll, and accounting functions, staff has or is in the process of:

- Coordinated the responses to all public records act requests
- Processed all contracts and payments
- Coordinated the hiring and onboarding of four new employees
- Coordinated the retirement/separation and offboarding of four employees
- Implemented the second round of the very successful Woodsmoke Reduction Program, resulting in the issuance of 28 vouchers for new EPA-certified woodstoves and wood insert replacements.
- Update of the District's Purchasing Policy
- Revocation of Rule 1101
- Creation of the District's Lactation Policy
- Work toward the update of the District's Bylaws
- Continuation of efforts to digitize information for efficiency, ease of research, and storage concerns
- Clean up of the District's Capital Asset List
- Creation of a Capital Improvement Plan for the Bishop Office
- Successful fiscal year audit with no findings
- Implementation of new asset tracking system/software
- Continued regular surplus program, divesting of equipment no longer needed by District
- Achievement of the Risk Management Practitioner certification by the APM
- Onboarding of two new hearing board members
- Brought a trainer to Bishop to provide management training for staff
- Completion of the Risk Management Practitioner Certification

Looking forward to the new fiscal year, we have the following goals:

- Wrap up of any outstanding FY 2019-2020 projects that remain unfinished
- Digitizing variance files and creating a log similar to Board Order log
- Creation of an Emergency Action Plan for the Bishop office
- Create plan for deferred maintenance at the Bishop office and create a capital improvement plan
- Implement Clean Air Project Program
- Revamp budgeting process
- Completion of an update to the District's Policy and Procedure Manual, incorporating employee rules and board policies into a comprehensive, contemporary document
- Conversion to new accounting software
- Update to the District's Document Retention Policy
- Creation of a Cost Allocation Plan and a Fee Schedule analysis and potential update



## 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 7, 2020

**To:** District Governing Board

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

**Subject:** Approval of the March 5, 2020, Regular Governing Board Meeting Minutes

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**Summary:**

Attached for the Board's approval are the minutes from the March 5, 2020, regular meeting held in Bridgeport, California.

**Board Action:**

Staff recommends that the Board review and approve the minutes from the March 5, 2020 meeting.

**Attachment:**

1. March 5, 2020 minutes



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
GOVERNING BOARD MINUTES  
March 5, 2020

(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 5, 2020, in the Mono County Board of Supervisors Chamber (2<sup>nd</sup> Floor), Mono County Courthouse, Main Street (U.S. Highway 395), Bridgeport, California.

Governing Board members present:

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

Governing Board members absent:

None.

A quorum was present.

GBUAPCD staff present:

Phill Kiddoo, Air Pollution Control Officer  
Ann Logan, Deputy Air Pollution Control Officer  
Tori DeHaven, Clerk of the Board  
Tom Schaniel, Air Quality Specialist I  
Travis Powell, Air Monitoring Technician I

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

Nelson Mejia, City of Los Angeles, Department of Water & Power

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

Board Chair Kingsley called to order the regular meeting of the Governing Board at 10:03 a.m.

Board Chair Kingsley then led the Pledge of Allegiance.

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

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

No comment was offered.

**Agenda Item #3**  
Election of  
Governing Chair  
and Vice-Chair  
for 2020

**Motion** (Griffith/Hames) electing Board member Peters to the position of Chair for 2020.

**Motion** (Totheroh/Griffith) electing Board member Wentworth to the position of Vice-Chair for 2020.

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

*Noes: 0*

*Abstain: 0*

*Absent: 0*

Motion carried 7/0 and so ordered.

B/O #200305-03

**Agenda Item #4**  
**PUBLIC**  
**HEARING** -  
**Fiscal Year**  
**2020-2021 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 Peters opened the public hearing at 10:08 am.

APCO Kiddoo gave a brief staff report as outlined in the Board Packet. He noted that comments were received from LADWP and have been included in the staff report.

Discussion between the Board and staff continued. The Board asked for clarification regarding funding for the Keeler Dunes now and in the future. Clarification was provided by staff.

Board Chair Peters asked for public comment at 10:30 am.

Mr. Nelson Mejia, City of Los Angeles Department of Water and Power, noted that LADWP may have further comments from other internal departments. LADWP does have a concern that SB 270 funds are being put towards Mono Lake.

Board Chair Peters closed the public hearing at 10:32 am.

**Agenda Item #5**  
**PUBLIC**  
**HEARING** –  
Consideration of  
Amendments to  
Rule 411  
Wildland  
Vegetation  
Management  
Burning in  
Wildland and  
Wildland/Urban  
Interfaces and  
the Smoke  
Management  
Program (Action)

Board Chair Peters opened the public hearing at 10:38 am.

APCO Kiddoo gave a brief introduction.

DAPCO Logan gave the staff report as presented in the Board Packet and recapped for the Board the progress made while working with the affected agencies.

Board Chair Peters asked for public comment at 10:55 am.

Mr. Taro Pusina, Inyo National Forest, acknowledged the hard work that went into developing the program and into coordinating communication with everyone involved.

Mr. Mike O’Sullivan, Mono County resident, agreed that the program seems to recognize and protect public health.

Board Chair Peters closed the public hearing at 11:08 am.

**Motion** (Kingsley/Griffith) approving amendments to Rule 411 Wildland Vegetation Management Burning in Wildland and Wildland/Urban Interfaces and the Smoke Management Program. The Board made the following motion:

- Conducting the Public Hearing
- Adopting Board Resolution 2020-01 which includes
  - 1) Make the necessary findings as required by HSC §40727,
  - 2) Adopting the revisions to the Smoke Management Program and Rule 411, and
  - 3) Authorizing and directing the Air Pollution Control Officer to execute the CEQA Addendum and file notice of determinations reflecting that action.

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

*Noes: 0*

*Abstain: 0*

*Absent: 0*

Motion carried 7/0 and so ordered.

B/O #200305-05

**Agenda Item #6**  
Consent Items  
(Action)

**Motion** (Hames/Stump) approving consent items a through d as follows:

- a. Approval of January 9, 2020, Governing Board Meeting Minutes
- b. Waiver of District Rule 1102 Annual \$0.55 Per Capita Town and Counties Assessment Fee for Fiscal Year 2020-2021
- c. Waiver of Consumer Price Index Increase to District Fees for Fiscal Year 2020-2021
- d. Approval of Purchase Order with Greenheart Farms, of Arroyo Grande, California, a Sole-Source Provider, for Propagation and Delivery of 10,000 Native Shrubs for the Keeler Dunes Project for an Amount Not to Exceed \$29,489.08.

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

*Noes: 0*

*Abstain: 0*

*Absent: 0*

Motion carried 7/0 and so ordered.

B/O #200305-06a

**Motion** (Griffith/Wentworth) approving consent item e as follows:

e. Approval of Draft Updated Unification Agreement

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

*Noes: 0*

*Abstain: 0*

*Absent: 0*

Motion carried 7/0 and so ordered.

B/O #200305-06e

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

APCO Kiddoo gave a brief report on item 7d – Final Report on the 2018 Woodstove Reduction Program.

Board Chair Peters asked for public comment at 11:29 am.

No comment was offered.

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

Board member Griffith: There is a smoke app, for use on smartphones, coming out.

Board member Hames: Alpine County's burn boss may be available for use to other counties within the District.

Board member Stump: Would like to see Mono County pursue possibly using the burn boss to reduce piles. He plans to bring the topic to the Mono County Board of Supervisors.

Board member Kingsley: Noting to report.

Board Vice-Chair Wentworth: An entrepreneur named Janet Hatfield, from the Plumas Corporation, is looking into funding a very large very significant fuels treatment project all around the Town of Mammoth Lakes.

Board member Totheroh: Nothing to report.

Board Chair Peters: Western Interstate Region task force is gathering data related to biosecurity and invasive species, particularly after a fire.

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

APCO Kiddoo introduced the District's new employee Mr. Travis Powell, Air Monitoring Technician I. He then announced that the Owens Lake Scientific Advisory Panel (OLSAP) has concluded; the final report will be completed in April.

**Agenda Item #10**  
**CLOSED**  
**SESSION**

The Board convened into closed session at 11:43 am.

The Board reconvened into open session at 11:52 am.

**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.

**Adjournment**      The meeting was adjourned by Board Chair Kingsley at 11:52 am. The Board will reconvene in open session at 10:00 am, on Thursday, May 7, 2020, in Mono County California.

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,John Peters, Board Chair

**Attest:**

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Tori DeHaven, Board Clerk



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** May 7, 2020

**To:** District Governing Board

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

**Subject:** Approve Consulting and Service Contracts for Fiscal Year 2020-2021

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The District's total budget for FY 2020-2021 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, 2020, and are proportionally dependent on payment of the SB 270 assessment fee for the 2020-2021 fiscal year.

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

- 1) American Conservation Experience (ACE) – The District will be working with the American Conservation Experience to complete the planting and watering phase on the Keeler Dunes. These two contracts are a continuation of the contractor's work from Fiscal Year 2019-2020. 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 \$266,000 (Keeler Dunes).
- 2) The District will also be working with ACE Emerging Professional Internship Corps (EPIC) to provide another 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 \$47,320 (Keeler Dunes).
- 3) Desert Research Institute (DRI) for Consultation Services - The District will be working with experts at DRI on two tasks during the 2019-2020 fiscal year. Task 1 involves remote sensing services, and Task 2 involves Owens Lake Science and History. The total budget for this contract is \$225,000 (SB 270).
- 4) 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 2020-2021. This amount is an estimate of a reasonable fee to allow the District to respond to any legal challenges with

Consent Agenda (Action) - Approve Consulting and Service Contracts for Fiscal Year 2020-2021 (Effective July 1, 2020)  
May 7, 2020 – Agenda Item No. 4b – Page 1

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 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)

- 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 2020-2021 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) Dr. Scott Stine. - The District has retained Dr. Stine for professional services in association with the study of Mono Lake as related to the development and update of the air quality and hydrological models of the area. This contract is for \$30,000 and is budgeted from SB 270.

**Fiscal Impact:**

Executing the proposed contracts will encumber \$1,588,320 of Fiscal Year 2020-2021 budgeted funds. The SB-270 budget will fund \$1,275,000 and the Keeler Dunes Fund will fund \$313,320.

**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.

**Attachments:**

1. American Conservation Experience (ACE) contract
2. ACE Emerging Professional Internship Corps (EPIC) contract
3. Desert Research Institute (DRI) contract
4. King & Spalding LLP Extension letter
5. Ramboll US Corporation contract
6. TEAM Engineering contract
7. Dr. Scott Stine 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 Felton, 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, 2020 to JUNE 30, 2021 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed **Two Hundred Sixty-Six Thousand (\$266,000)** Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the District, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment **A**, which were done at the District's request. This statement will be submitted to the District not later than the fifteenth (15th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the District will also include an itemization of any travel or per diem expenses, which have been approved in advance by District, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the District's accounting procedures and rules. Upon timely receipt of the statement by the fifteenth (15th) day of the month, District shall make payment to Contractor within 30 days.

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

## 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

## 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

## 7. DISTRICT PROPERTY.

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

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

## 8. WORKERS' COMPENSATION.

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

## 9. INSURANCE.

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

## 10. STATUS OF CONTRACTOR.

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

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not as employees of District.

## 11. DEFENSE AND INDEMNIFICATION.

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

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

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

## 12. CANCELLATION.

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

**13. RECORDS AND AUDIT.**

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

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. NONDISCRIMINATION.**

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

**18. CONFIDENTIALITY.**

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. ATTORNEY'S FEES.**

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

**24. AMENDMENT.**

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

**25. NOTICE.**

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

**Great Basin Unified****Air Pollution Control District**

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

**Contractor: American Conservation Experience**

Name: ERIC ROBERTSON  
Address: 6630 Highway 9, STE 204  
City, State, Zip: Felton, CA 95018

**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 \_\_\_\_\_ DAY OF \_\_\_\_\_.

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

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

Dated: \_\_\_\_\_

**CONTRACTOR**

By: Eric Robertson

PRINT NAME



SIGNATURE

Dated: 04 / 13 / 2020

**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, 2020 TO: JUNE 30, 2021**

**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 8 to 12 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 \$266,000.00



**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, 2020 TO: JUNE 30, 2021**

**SCHEDULE OF FEES:**

Work will be conducted by a work crew consisting of 8 to 12 people, including 2 crew leaders and 6 to 10 corps members. The crew will be scheduled in the summer, fall, winter, and spring seasons for 40 hour work weeks.

The approximate schedule for seasonal work events is listed below. The exact dates, number of weeks, and crew size will be determined through coordination between the District and ACE.

Summer: July-August 2020, approximately 6-8 weeks

Fall: October-November 2020, approximately 8-10 weeks

Winter: January-February 2021, approximately 4-6 weeks

Spring: April-May 2021, approximately 8-10 weeks

**12 Person Crew:**

Hourly rate per person: .....\$ 24.09

Weekly rate for crew (40 hours per week): .....\$11,562.54

**8 Person Crew:**

Hourly rate per person: .....\$ 26.60

Weekly rate for crew (40 hours per week): .....\$10,639.8

**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, 2020 TO: JUNE 30, 2021**

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

*None*

**ATTACHMENT D****AGREEMENT BETWEEN**

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

**TERM:**

**FROM: JULY 1, 2020 TO: JUNE 30, 2021**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

**Other Insurance Provisions**

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

***Additional Insured Status***

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

***Primary Coverage***

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

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

#### ***Notice of Cancellation***

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

#### ***Waiver of Subrogation***

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

#### ***Self-Insured Retentions***

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

#### ***Acceptability of Insurers***

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

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

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

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

#### ***Verification of Coverage***

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

#### ***Special Risks or Circumstances***

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

**ATTACHMENT E**

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

**TERM:**

**FROM: JULY 1, 2020 TO: JUNE 30, 2021**

**FORM W-9**

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

**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, 2020 to JUNE 30, 2021 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed **Forty Seven Thousand Three Hundred and Twenty Dollars (\$47,320)** Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the District, once a month, a statement of work completed by Contractor in performing services described in Attachment **A**, which were done at the District's request. This statement will be submitted to the District by the fifteenth (15th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will summarize the hours worked and describe the nature of the work which was performed. Contractor's statement to the District will also include an itemization of any travel or per diem expenses, which have been approved in advance by District, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the District's accounting procedures and rules. Upon timely receipt of the statement by the fifteenth (15th) day of the month, District shall make payment to Contractor within 30 days.

F. Federal and State taxes.

(1) District will not withhold any federal or state income taxes or social security from any payments made by District to Contractor under the terms and conditions of this Agreement.

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

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

#### **4. WORK SCHEDULE.**

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

## 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

## 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

District shall provide such office space, supplies, equipment, field vehicles, and reference materials as is necessary for Contractor to provide the services identified in Attachment **A** to this Agreement. District is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items, unless pre-approved.

## 7. DISTRICT PROPERTY.

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

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

## 8. WORKERS' COMPENSATION.

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



## 9. INSURANCE.

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

## 10. STATUS OF CONTRACTOR.

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

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not as employees of District.

## 11. DEFENSE AND INDEMNIFICATION.

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

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

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

## 12. CANCELLATION.

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

**13. RECORDS AND AUDIT.**

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

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. NONDISCRIMINATION.**

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

**18. CONFIDENTIALITY.**

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. ATTORNEY'S FEES.**

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

**24. AMENDMENT.**

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

**25. NOTICE.**

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

**Great Basin Unified Air Pollution Control District**

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

**Contractor: American Conservation Experience**

Name: KELLY BARRETT  
Address: 2900 NORTH FORT VALLEY ROAD  
City, State, Zip: FLAGSTAFF, AZ, 86001

**26. ENTIRE AGREEMENT.**

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

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF MAY, 2020.

**GREAT BASIN UNIFIED  
AIR POLLUTION CONTROL DISTRICT**

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

Dated: \_\_\_\_\_

**CONTRACTOR**

By: Kelly Barrett  
\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

Dated: 4/10/2020 | 1:46 PM PDT  
\_\_\_\_\_

**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, 2020 TO: JUNE 30, 2021**

**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 \$47,320.00

**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, 2020 TO: JUNE 30, 2021**

**SCHEDULE OF FEES:**

**Weekly Rate:**

Weekly rates include Living Allowance, Fringe Benefits and Indirect costs. Weekly rates are provided below.

Intern .....\$ 910/week

The total cost for the services provided shall not exceed \$47,320.00

**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, 2020 TO: JUNE 30, 2021**

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

***NONE***

**ATTACHMENT D****AGREEMENT BETWEEN**

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

**TERM:**

**FROM: JULY 1, 2020 TO: JUNE 30, 2021**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

**Other Insurance Provisions**

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

***Additional Insured Status***

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

***Primary Coverage***

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

Great Basin Unified Air Pollution Control District  
Standard Contract - No. 118 (Independent Contractor)  
Page 11 of 13



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

#### **Notice of Cancellation**

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

#### **Waiver of Subrogation**

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

#### **Self-Insured Retentions**

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

#### **Acceptability of Insurers**

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

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

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

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

#### **Verification of Coverage**

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

#### **Special Risks or Circumstances**

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

**ATTACHMENT E**

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

**TERM:**

**FROM: JULY 1, 2020 TO: JUNE 30, 2021**

**FORM W-9**

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

**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, 2020 to JUNE 30, 2021 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed TWO HUNDRED TWENTY-FIVE THOUSAND (\$225,000.00) Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

## **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

## **7. DISTRICT PROPERTY.**

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the District. At the termination of the Agreement, Contractor will convey possession and title to all such properties to District.

## **8. WORKERS' COMPENSATION.**

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

## **9. INSURANCE.**

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

## **10. STATUS OF CONTRACTOR.**

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

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

## **11. DEFENSE AND INDEMNIFICATION.**

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

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

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

## **12. CANCELLATION.**

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

### **13. RECORDS AND AUDIT.**

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

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

### **14. ASSIGNMENT.**

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

### **15. DEFAULT.**

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

### **16. WAIVER OF DEFAULT.**

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

### **17. NONDISCRIMINATION.**

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

## **18. CONFIDENTIALITY.**

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

## **19. CONFLICTS.**

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

## **20. POST AGREEMENT COVENANT.**

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

## **21. SEVERABILITY.**

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

## **22. FUNDING LIMITATION.**

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

## **23. ATTORNEY'S FEES.**

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



**24. AMENDMENT.**

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

**25. NOTICE.**

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

**Great Basin Unified****Air Pollution Control District**

Attn: Grace Holder, Senior Scientist

Address: 157 Short Street

City, State, Zip Bishop, CA 93514

**Contractor:**

Name: Desert Research Institute, Attn: Elizabeth Large, Business Manager

Address: 2215 Raggio Parkway

City, State, Zip Reno, NV 89512-1095

**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 7th DAY OF May, 2020.

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

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

Dated: \_\_\_\_\_

**CONTRACTOR**

By: Diane Samuel, Director of Sponsored Projects

PRINT NAME

*Diane Samuel*

SIGNATURE

Dated: 04/15/2020

Great Basin Unified Air Pollution Control District  
 Standard Contract - No. 118 (Independent Contractor)  
 Page 7 of 12

**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, 2020 TO: JUNE 30, 2021**

**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.*

**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.*

**ATTACHMENT B**

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

**TERM:**

**FROM: JULY 1, 2020 TO: JUNE 30, 2021**

**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 ..... \$ 211.92

Mr. David Page ..... \$ 143.53

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

Mr. Steven Bacon ..... \$ 146.45

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, 2020 TO: JUNE 30, 2021**

**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 2020 this rate is 57.5 cents/mile.  
Miles driven in 2021 will be paid at the Federal standard business rate for 2021.

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

**ATTACHMENT D**

**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, 2020 TO: JUNE 30, 2021**

**INSURANCE REQUIREMENTS:**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

**Other Insurance Provisions**

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

***Additional Insured Status***

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

***Primary Coverage***

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

excess of the Contractor's insurance and shall not contribute with it.

***Notice of Cancellation***

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

***Waiver of Subrogation***

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

***Self-Insured Retentions***

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

***Acceptability of Insurers***

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

***Verification of Coverage***

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

***Special Risks or Circumstances***

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

# 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  
www.kslaw.com

Peter Hsiao  
Partner  
Direct Dial: +1 213 443 4379  
Direct Fax: +1 213 443 4310  
phsiao@kslaw.com

March 27, 2020

## Via Electronic Mail

Mr. 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 2020-2021 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 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, 2020 to JUNE 30, 2021 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.



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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed FIVE HUNDRED FIFTY THOUSAND (\$550,000) Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the District, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in attachment A, which were done at the District's request. This statement will be submitted to the District not later than the fifteenth (15th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the District will also include an itemization of any travel or per diem expenses, which have been approved in advance by District, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the District's accounting procedures and rules. Upon timely receipt of the statement by the fifteenth (15th) day of the month, District shall make payment to Contractor within 30 days.

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

## 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

## 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

## 7. DISTRICT PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement ("Deliverables") are, and at the termination of this Agreement remain, the sole and exclusive property of the District. At the termination of the Agreement, Contractor will convey possession and title to all such Deliverables to District. To the extent there is any know-how included in the Deliverables, Contractor hereby grants to District a perpetual, irrevocable, nonexclusive, royalty-free license to use such know-how solely as part of the Deliverables and Contractor retains all other rights to such know-how.

## 8. WORKERS' COMPENSATION.

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

subrogation shall be provided.

## **9. INSURANCE.**

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

## **10. STATUS OF CONTRACTOR.**

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

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not as employees of District.

## **11. DEFENSE, INDEMNIFICATION, AND LIMITATION OF LIABILITY.**

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

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

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

Notwithstanding any other provision of this Agreement, (i) under no circumstances shall either party be liable to the other for any indirect or consequential type of damages (including loss of profits, loss of opportunity, loss of business, loss of goodwill, special, or punitive damages), even if such party has been advised of the possibility of such damages, or for damages caused by the other party's failure, or the failure of persons or parties under the other party's control, to perform its obligations under law or

contract; and (ii) in no event shall the aggregate liability of Contractor and its affiliates in connection with this Agreement or the services hereunder exceed \$2,000,000, and District specifically releases Contractor and its affiliates for any and all liability, losses or damages in excess of that amount.

## **12. CANCELLATION.**

This Agreement may be canceled by District without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to District. If District terminates the Agreement, District agrees to pay Contractor for all services performed until the effective date of the termination.

## **13. RECORDS AND AUDIT.**

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

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

## **14. ASSIGNMENT.**

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

## **15. DEFAULT.**

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

## **16. WAIVER OF DEFAULT.**

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

## **17. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents,

officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

#### **18. CONFIDENTIALITY.**

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

#### **19. CONFLICTS.**

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

#### **20. POST AGREEMENT COVENANT.**

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

#### **21. SEVERABILITY.**

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

#### **22. FUNDING LIMITATION.**

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

#### **23. ATTORNEY'S FEES.**

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

**24. AMENDMENT.**

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

**25. NOTICE.**

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

**Great Basin Unified  
Air Pollution Control District**  
Attn: PHILLIP L. KIDDOO, APCO  
Address: 157 SHORT STREET  
City, State, Zip BISHOP, CA 93514

**Contractor:**  
Name: RAMBOLL US CORPORATION  
ATTN: BART BRASHERS  
Address: 19020 33<sup>RD</sup> 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 7TH DAY OF MAY, 2020.

**GREAT BASIN UNIFIED  
AIR POLLUTION CONTROL DISTRICT**

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

Dated: \_\_\_\_\_

**CONTRACTOR**  
RAMBOLL US CORPORATION

By: Eric Albright  
PRINT NAME

  
SIGNATURE

Dated: 4/13/20

**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, 2020 TO: JUNE 30, 2021**

**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, 2020 TO: JUNE 30, 2021**

**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	\$ 265.00 / HOUR
SENIOR MANAGING CONSULTANT	\$ 240.00 / HOUR
MANAGING CONSULTANT	\$ 202.00 / HOUR
SENIOR CONSULTANT 2	\$ 169.00 / HOUR
SENIOR CONSULTANT 1	\$ 154.00 / HOUR
CONSULTANT 3	\$ 134.00 / HOUR
CONSULTANT 2	\$ 114.00 / HOUR
CONSULTANT 1	\$ 97.00 / HOUR
DRAFTSPERSON	\$ 92.00 / HOUR
SUPPORT	\$ 78.00 / 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, 2020 TO: JUNE 30, 2021**

**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

Mileage: IRS rate

**ATTACHMENT D**  
**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, 2020 TO: JUNE 30, 2021**

**INSURANCE REQUIREMENTS**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

**Other Insurance Provisions**

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

***Additional Insured Status***

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

**Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation**

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

**Waiver of Subrogation**

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

**Self-Insured Retentions**

Self-insured retentions must be declared to the Entity. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

**Acceptability of Insurers**

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

**Verification of Coverage**

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

**Special Risks or Circumstances**

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, provided that any such modifications are subject to Contractor's prior written acceptance.

**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, 2020 to JUNE 30, 2021 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.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed TWO HUNDRED TWENTY THOUSAND (\$220,000.00) Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

## 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

## 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

## 7. DISTRICT PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the District. At the termination of the Agreement, Contractor will convey possession and title to all such properties to District.

## 8. WORKERS' COMPENSATION.

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

## 9. INSURANCE.

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

## 10. STATUS OF CONTRACTOR.

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

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not as employees of District.

## 11. DEFENSE AND INDEMNIFICATION.

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

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

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

## 12. CANCELLATION.

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

**13. RECORDS AND AUDIT.**

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

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. NONDISCRIMINATION.**

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



**18. CONFIDENTIALITY.**

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. ATTORNEY'S FEES.**

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

**24. AMENDMENT.**

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

**25. NOTICE.**

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

**Great Basin Unified  
Air Pollution Control District**  
Attn: GRACE HOLDER  
Address: 157 SHORT STREET  
City, State, Zip BISHOP, CA 93514

**Contractor:**  
Name: TEAM ENGINEERING AND  
MANAGEMENT INC. ATTN: NAOMI JENSEN,  
PRESIDENT  
Address: P.O. BOX 1265  
City, State, Zip BISHOP, CA 93514

**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 7TH DAY OF MAY, 2020.

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

**CONTRACTOR**

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

By: Naomi Jensen, TEAM Engineering &amp; Management, Inc.

PRINT NAME

Dated: \_\_\_\_\_



SIGNATURE

Dated: 4/13/2020

**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, 2020 TO: JUNE 30, 2021**

**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 – Pasiata Cultural Resource Task Force**

This task consists of technical work and participation in the Pasiata Cultural Resource Task Force (PCRTF). TEAM Engineering and Management, INC will provide archeological and environmental services related to the PCRTF including but not limited to: preparation for and participation in PCRTF 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, 2020 TO: JUNE 30, 2021**

**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, 2020 TO: JUNE 30, 2021**

**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

**ATTACHMENT D**  
**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, 2020 TO: JUNE 30, 2021**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

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

**Other Insurance Provisions**

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

***Additional Insured Status***

**The District, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

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### **Primary Coverage**

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### **Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the District.**

### **Waiver of Subrogation**

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

### **Self-Insured Retentions**

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

### **Acceptability of Insurers**

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

### **Claims Made Policies**

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

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

### **Verification of Coverage**

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

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

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



**ATTACHMENT E**

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

**TERM:**

**FROM: JULY 1, 2020 TO: JUNE 30, 2021**

FORM W-9

Request for Taxpayer Identification Number and Certification

\*\*\*\*ON FILE\*\*\*\*

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND DR. SCOTT STINE  
FOR THE PROVISION OF CONSULTING SERVICES**

**INTRODUCTION**

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") may have the need for the consulting services of Dr. Scott Stine of Point Reyes Station, 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, 2020 to June 30, 2021, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. District shall pay to Contractor the sum of Two Hundred and Fifty Dollars (\$250.00) per hour (hereinafter referred to as "hourly rate") for the services and work described in Attachment A which are performed by Contractor at the District's request. Hours worked under the provisions of this Agreement in excess of forty (40) hours per week will be paid at the hourly rate.

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 the same amount and to the same extent as District reimburses its permanent status employees for such expenses. 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 to District's permanent status employees, or which are incurred by the Contractor without the prior approval of the District.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Thirty Thousand (\$30,000) Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel and per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

## 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

## 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

## 7. DISTRICT PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the District. At the termination of the Agreement, Contractor will convey possession and title to all such properties to District.

## 8. WORKERS' COMPENSATION.

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

## 9. INSURANCE.

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

## 10. STATUS OF CONTRACTOR.

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

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

## 11. DEFENSE AND INDEMNIFICATION.

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

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

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

## 12. CANCELLATION.

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

**13. RECORDS AND AUDIT.**

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

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. NONDISCRIMINATION.**

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

**18. CONFIDENTIALITY.**

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. ATTORNEY'S FEES.**

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

**24. AMENDMENT.**

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

**ATTACHMENT A**  
**AGREEMENT BETWEEN**  
**GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT**  
**AND DR. SCOTT STINE**  
**FOR THE PROVISION OF CONSULTING SERVICES**

**TERM:**

**FROM: July 1, 2020 TO: June 30, 2021**

**SCOPE OF WORK:**

The work performed under this contract agreement will be coordinated through Grace Holder (Project Manager).

The services of Dr. Scott Stine will be retained by the District for professional services in association with the study of Mono Lake as related to the development and update of the air quality and hydrological models of the area.

The sum to be paid for professional services above shall not exceed \$30,000.00.

**SCHEDULE OF FEES:**

Billing invoices shall be sent to the District approximately every month during the term of the contract along with a brief summary of the work completed. Contractor shall be reimbursed for all travel and per diem expenses in the same amount and the same extent at the District reimburses its employees for such expenses.

The Schedule of Fees for the work described above is as follows:

Hourly Rate

Dr. Scott Stine .....	\$250.00
Direct expenses .....	Actual Costs
Per Diem	
Lodging .....	\$150.00/night
Meals: Breakfast .....	\$13.00/meal
Lunch .....	\$13.00/meal
Dinner .....	\$28.00/meal
Parking fees, tolls, commercial air fare (coach only), etc. ....	Actual Costs
Mileage .....	IRS rate

Total Budget Fees and Expenses (including per diem) not to exceed \$30,000.00.



**ATTACHMENT B**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND DR. SCOTT STINE  
FOR THE PROVISION OF CONSULTING SERVICES**

**TERM:**

**FROM: JULY 1, 2020 TO: JUNE 30, 2021**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

**Contractor Guarantees and represents that he shall perform services as a sole employee/owner and will not employ or retain personnel to perform any duties under this contract:** JS (initial)

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

**Other Insurance Provisions**

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

***Additional Insured Status***

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed

Great Basin Unified Air Pollution Control District  
Standard Contract No. 110 (Independent Contractor)  
Page 9 of 11

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by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

### ***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### ***Notice of Cancellation***

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

### ***Waiver of Subrogation***

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

### ***Self-Insured Retentions***

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

### ***Acceptability of Insurers***

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

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

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

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

***Verification of Coverage***

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

***Special Risks or Circumstances***

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

**25. NOTICE.**

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

**Great Basin Unified  
Air Pollution Control District**  
Attn: Grace Holder  
Address: 157 Short Street  
City, State, Zip Bishop, CA 93514

**Contractor:**  
Name: Dr. Scott Stine  
Address: P.O. Box 816  
City, State, Zip Point Reyes Station, CA 94956

**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  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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

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

Dated: \_\_\_\_\_

**CONTRACTOR**

By: Scott Stine  
PRINT NAME

Scott Stine  
SIGNATURE

Dated: 15 April '20



## 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 7, 2020

**To:** District Governing Board

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

**Subject:** Approve Publicly Available Pay Schedule for Fiscal Year 2020/2021 as Required by the California Public Employees' Retirement System (CalPERS)

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#### **Summary:**

The Governing Board has approved salary ranges for each District position represented in the District's two employee associations through the approval of the respective Memoranda of Understanding. The negotiated Cost of Living Adjustment for these two bargaining units is 3.2% as of July 1, 2020.

The Air Pollution Control Officer's salary has been approved via an individualized contract with that employee. The negotiated Cost of Living Adjustment for the APCO is 5.0% as of July 1, 2020.

In order to meet the California Public Employees' Retirement System (CalPERS) requirements outlined in Government Code § 20636 (b)(1) and California Code of Regulations (CCR) § 570.5, the Governing Board must approve a comprehensive pay schedule for all District positions - including appointed positions - independent from the salary schedules attached to the Memoranda of Understanding or included in Employment Agreements or Personal Services Contracts. The attached pay schedule details what the Governing Board has approved in these contracts in a format that is acceptable to CalPERS.

#### **Board Action:**

Staff recommends that the Governing Board approve the attached salary schedule reflecting all District positions and associated salaries to meet the California Public Employees' Retirement System (CalPERS) requirements of Government Code § 20636 (b)(1) and CCR § 570.5.

Consent Agenda (Action) - Approve Publicly Available Pay Schedules for Fiscal Year 2020/2021 as Required by the California Public Employees' Retirement System (CalPERS)  
May 7, 2020 – Agenda Item No. 4c – Page 1

# GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

Publicly Available Pay Schedule (CCR 570.5)

Fiscal Year 2020 - 2021

<u>Position</u>	<u>Monthly Salary Rate</u>	
	<u>Low</u>	<u>High</u>
Air Pollution Control Officer	13,379	
Deputy Air Pollution Control Officer	9,551	11,610
Director of Technical Services	7,828	9,515
Administrative Projects Manager	7,597	9,235
Sr. Research & Systems Analyst	7,597	9,235
Senior Scientist	7,448	9,053
Air Monitoring Specialist	7,301	8,874
Air Quality Specialist II	7,086	8,613
Research & System Analyst II	6,479	7,876
Air Monitoring Technical Specialist	6,104	7,419
Air Quality Specialist I	6,104	7,419
Technical Services Specialist	6,104	7,419
Air Monitoring Technician II	5,581	6,784
Field Services Technician II	5,581	6,784
Research & System Analyst I	5,581	6,784
Administrative Specialist/Permit Coordinator/Clerk of the Board	5,581	6,784
Fiscal Services Technician	5,581	6,784
Field Services Technician I	5,052	6,141
Air Monitoring Technician I	4,855	5,901

Adopted by the Governing Board 05/07/2020, effective 7/1/2020

Consent Agenda (Action) - Approve Publicly Available Pay Schedules for Fiscal Year 2020/2021 as Required by  
the California Public Employees' Retirement System (CalPERS)

May 7, 2020 – Agenda Item No. 4c – Page 2



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

### BOARD REPORT

**Mtg.** May 7, 2020

**Date:**

**To:** District Governing Board

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

**Subject:** Request Board Rejection of Bid Received for Request for Proposal 2020-CIP1 Roof Replacement Project and authorize the APCO to Re-Bid the Project

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#### **Summary:**

The roof at the District's Bishop offices needs replacement. A Request for Proposals (RFP) was released on March 10, 2020 and was advertised through April 10, 2020. The RFP was advertised in local papers, as well as sent to the Kern and Mono County Contractors' Associations for distribution to their members.

At the mandatory walk-through on March 30, 2020, only one contractor was present. That contractor, Medrano Roofing, Inc, out of Bakersfield, CA submitted the only response to the RFP. That response was determined by staff to be non-responsive, as it was missing two key elements of the bid packet: pricing for replacement of the fascia and installation of gutters.

Staff would like to re-bid the project and do additional direct outreach to local roofing contractors in attempt to get complete, competitive bids.

#### **Fiscal Impact:**

The in-house estimate of the project cost is approximately \$100,000 to be paid 85% SB270 and 15% General Fund. There is enough funding in the Capital Improvements line-item, both from FY 2018-2019 unspent and carried over, as well as the FY 2019-2020 budget.

#### **Board Action:**

Staff requests that the Governing Board adopt the attached resolution to:

- 1) Reject the bid received; and
- 2) Authorize the Air Pollution Control Officer to re-bid the project.

#### **Attachment(s):**

Resolution No. 2020-03



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

157 Short Street, Bishop, California 93514-3537

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

### **RESOLUTION NO. 2020-03**

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

**Rejection of bid received for Request for Proposal 2020-CIP1 Roof Replacement Project for the District Offices at 157 Short Street, Bishop CA, and authorizing the Air Pollution Control Officer to Re-Bid the Project**

**WHEREAS**, the Great Basin Unified Air Pollution Control District (“District”) established the Roof Replacement Project to remove and replace the roof of the District Offices at 157 Short Street, Bishop CA; and

**WHEREAS**, for the period March 10, 2020 through April 10, 2020 the District advertised for bids for construction of the Project; and

**WHEREAS**, on April 10, 2020 the District received one bid from Medrano Roofing, Inc. of Bakersfield CA that was deemed non-responsive for lack of inclusion of gutters and fascia board replacement as required in the bid packet.

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Board of the Great Basin Unified Air Pollution Control District hereby:

- 1) Rejects the bid received; and
- 2) Authorizes the Air Pollution Control Officer to re-bid the project.

**APPROVED AND ADOPTED** by the Governing Board of the Great Basin Unified Air Pollution Control District this **7<sup>th</sup> day of May 2020** by the following vote:

AYES:

NOES:

ABSTAIN:

ATTEST:

Tori DeHaven, the Clerk of the Governing Board of the Great Basin Unified Air Pollution Control District, hereby certifies that the foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the 7<sup>th</sup> day of May 2020.



IN WITNESS THEREOF I have here unto set my hand and seal this May 7, 2020.

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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 7, 2020  
**To:** District Governing Board  
**From:** Patricia Gilpin, Fiscal Services Technician  
**Subject:** Appropriation Changes, Year-End Transfer Authority, and Carryovers

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#### **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 carry over unused funds appropriated for specific spending in the 2019-2020 fiscal year to the 2020-2021 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 2020-2021 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 the 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 months of June and July 2020 for the fiscal year-end.
2. Carryover appropriated funds for incomplete purchases from the 2019-2020 fiscal year to the 2020-2021 fiscal year.

All transfers, revisions, and carryovers will be reported to the Board at the next regular Board meeting after July 2020.



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

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

### BOARD REPORT

**Mtg. Date:** May 7, 2020

**Date Prepared:** April 8, 2020

**To:** District Governing Board

**From:** Travis Powell, Alex Clayton, Chris Lanane

**Subject:** Request for Out-of-state Travel: Two Staff to Anchorage, Alaska, for EPA Quality Assurance Training

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**Summary** – The EPA APTI 470 Quality Assurance for Air Pollution Measurement Systems Training Course is offered this June 23-25, 2020 in Anchorage, Alaska. The course covers EPA's quality assurance system, its relationship to ambient air monitoring, and the tools and techniques needed to meet EPA quality assurance requirements. Lecture topics cover the management of air quality monitoring systems required by EPA and state and local regulations. Course topics will familiarize staff with regulatory requirements defined by EPA and their importance to day-to-day work duties.

**Background** – EPA's Quality Assurance Handbook for Air Pollution Measurement Systems, Volume II stresses the importance of adequate education and training for air monitoring personnel. EPA gives guidance on what training and educational requirements are necessary for air monitoring personnel to effectively implement ambient air monitoring regulations. The guidance includes suggested training courses for air monitoring personnel, of which APTI 470 is included.

**Financial Justification** - Funds will come from the SB270 and District budgets, with 90% being paid by SB270 and 10% by the District.

**Fiscal Impact** – The course is offered for free. The cost of airfare, hotels, per diem, and miscellaneous expenses for two people are estimated to be \$4,040.

#### **Board Action:**

Staff recommends that the Governing Board approve out-of-state travel for two District staff persons to the EPA APTI 470 training currently scheduled for June 23-25, 2020, in Anchorage, Alaska.

Consent Agenda (Action) – Request for Out-of-state Travel: Two Staff to Anchorage, Alaska  
for EPA Quality Assurance Training

May 7, 2020 – Agenda Item No. 4f – Page 1



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211

### BOARD REPORT

Mtg. Date: May 7, 2020

To: District Governing Board

From: Ann Logan, Deputy Air Pollution Control Officer  
Phillip L. Kiddoo, Air Pollution Control Officer

Subject: Approve Waiver for Air Quality Permit Late Fees as a Community Assistance Measure and Adoption of Governing Board Resolution 2020-02 (Action)

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The COVID-19 has and continues to create unprecedented challenges. Due to California's stay at home order, many facilities in Alpine, Mono, and Inyo counties with District air quality permits have closed to comply with the Governor's order. Other facilities are operating with reduced staff or limited capacity. All facilities, including essential services facilities, are facing many difficulties and challenges. District rules already provide for the waiver of all permit fees for permits issued for emergency back-up diesel engines less than 350 brake horsepower that are operated by local fire districts, local law enforcement or local hospitals. For other facilities, as a small business and community assistance measure, District staff have prepared a District Governing Board Resolution for Board consideration that would waive District permit late fees and provide an extension of time for payment.

District late fees, as set by District Rule 300, require payment of the annual renewal fees within 30 days after it becomes due. If the fees are not paid, the fee shall be increased by one half the amount. If no payment is made within 60 days, the rule calls for the application/permit to be canceled with provisions for the application/permit to be reinstated by payment in full of all accrued fees and penalties. Adoption of the attached resolution would provide a waiver for all outstanding permit late fees and any late fees for the next twelve months. Additionally, it would extend the cancellation period from 60 days to 6 months. These measures will provide financial relief from penalties as well as providing facilities with additional time to make payments if needed.

#### **Fiscal Impact**

During Fiscal Year 2018-2019, the District General Fund received \$2,584.50 in permit late fees. For the fiscal year to date (FY 19-20), the District General Fund has received \$393.00 in late fees. Currently, there is \$5,264.00 in outstanding late fees for thirteen entities (over half of the amount due are for two entities due to their annual renewal fee amounts). Adoption of the District resolution will reduce General Fund revenue. However, FY 19-20 General Fund expenses are below projections (total general fund expenses are at 38% at the end of 2<sup>nd</sup> quarter) and are expected to remain below budgeted levels. For FY 20-21 the waiver will have a small impact on the projected revenue for

penalties, which also includes notices of violations, but should not have any significant impact on the budget.

**Board Action:**

Staff recommends that the Governing Board approve to waive District permit late fees and adopt Governing Board Resolution 2020-02.

**Attachments:**

1. Governing Board Resolution 2020-02 Waiver of District Permit Late Fees as Community Assistance Measure

## **RESOLUTION 2020-02**

### **RESOLUTION OF THE GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT WAIVER OF DISTRICT PERMIT LATE FEES AS COMMUNITY ASSISTANCE MEASURE**

WHEREAS, the COVID-19 has and continues to create unprecedented challenges, and

WHEREAS, in response, the State of California, as well as the Alpine, Mono, and Inyo counties have all declared a State of Emergency, and

WHEREAS, the Governor of California issued an Executive Stay at Home Order, except as needed to maintain continuity of operation of the essential services and sectors, and

WHEREAS, many facilities with District air quality permits are closed to comply with the Governor's order or are operating with reduced staff or limited capacity. During this time, all facilities, including essential services facilities, are facing many difficulties and obstacles, and

WHEREAS, District Rule 300 requires payment of the annual renewal fees within 30 days. If the fees are not paid, the fee shall be increased by one half the amount. If no payment is made within 60 days, the application/permit will be canceled with provisions for the application/permit to be reinstated by payment in full of all accrued fees and penalties

WHEREAS, District Rule 300 currently provides for a waiver of all permit fees for permits issued for emergency back-up diesel engines less than 350 brake horsepower that are operated by local fire districts, local law enforcement or local hospitals, and

WHEREAS, as a small business and community assistance measure, this Resolution provides an immediate and reasonable measure by waiving permit late fees and extending the cancellation period for all permitted facilities, public or private, and

NOW, THEREFORE BE IT RESOLVED, the Great Basin Unified Air Pollution Control District Governing Board hereby waive all outstanding permit late fees and waive all permit late fees for the next twelve months, and

BE IT FURTHER RESOLVED, the Governing Board hereby extended the application and permit cancellation period from sixty days to six months, and

DONE by the Governing Board of the Great Basin Unified Air Pollution Control District this 7th day of May 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

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 7th day of May 2020 and passed by a \_\_\_\_\_ vote of said board.

IN WITNESS WHEREOF I have here unto set my hand and seal this May 7, 2020.

---

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 7, 2020

**To:** District Governing Board

**From:** Ann Logan, Deputy Air Pollution Control Officer

**Subject:** Acceptance of the Assembly Bill 617 Community Air Protection Program Grant Fund from the California Air Resources Board in the Amount of \$12,758

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**Summary:**

The District has been approved for a grant under the Assembly Bill (AB) 617 Community Air Protection Program in the amount of \$12,758 for the period April 6, 2020 through September 28, 2022. This is the third round of funding under AB617. In May 2018 the District entered in a grant agreement for \$5,618, and in May 2019 the District entered into an agreement for \$36,994. 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:**

The AB 617 grant revenue and expenses are already included in the Fiscal Years 2019-2020 and 2020-2021.

**Board Action:**

Staff recommends the Board accept the grant and authorize the APCO to sign the grant documents. Staff also recommends the Board authorize the APCO to sign and enter into future rounds of funding under the AB617 grant.

**Attachment:**

1. Community Air Protection Program Grant Agreement



# GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM <b>Community Air Protection Program</b>		GRANT NUMBER <b>G19-CAPP-11</b>
GRANTEE NAME <b>Great Basin Air Pollution Control District</b>		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER <b>43-2106258</b>	TOTAL GRANT AMOUNT NOT TO EXCEED <b>\$12,758.00</b>	
FISCAL GRANT TERM <b>FROM: April 6, 2020</b>	<b>TO: April 1, 2022</b>	
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT <b>FROM: April 6, 2020</b>	<b>TO: September 28, 2022</b>	

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

Total Community Air Protection Program Implementation Funds:  
Special Terms and Conditions (if applicable): Grant is contingent on CARB receipt  
By June 30, 2020 of Board Resolution or minute order authorizing the District to accept  
the funding and signed cover sheet.

## Exhibit A – Grant Provisions

Exhibit A, Attachment 1 – Air District Advance Payment Request Form

Exhibit A, Attachment 2 – Community Air Protection Program Grant Disbursement Request Form

Exhibit B – General Terms and Conditions

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.  
The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME <b>California Air Resources Board</b>		GRANTEE'S NAME (PRINT OR TYPE) <b>Great Basin Air Pollution Control District</b>			
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)			
TITLE <b>Brandy Hunt, Branch Chief</b>	DATE	TITLE	DATE		
STATE AGENCY ADDRESS <b>1001 I Street, Sacramento, CA 95814</b>		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) <b>157 Short Street, Bishop, California 93514</b>			
<b>CERTIFICATION OF FUNDING</b>					
AMOUNT ENCUMBERED BY THIS AGREEMENT <b>\$12,758.00</b>	PROGRAM <b>3530000L39</b>	PROJECT	ACTIVITY		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$0.00</b>	FUND TITLE <b>Air Pollution Control Fund</b>				FUND NO. <b>0115</b>
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$12,758.00</b>	(OPTIONAL USE)	FISCAL SUPPLIER ID	CHAPTER <b>23</b>	STATUTE <b>2019</b>	
APPR REF <b>101</b>	ACCOUNT/ALT ACCOUNT <b>5432000</b>	REPORTING STRUCTURE <b>39000500</b>	SERVICE LOCATION <b>59501</b>	FISCAL YEAR (ENY) <b>2019-20</b>	
I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE:			DATE <b>4/6/20</b>		
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.					
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:			DATE		
<b>Agenda Item No. 4h - Attachment 1</b> <b>200507</b>			<b>4/17/20</b>		



## **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 7, 2020

**To:** District Governing Board

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

**Subject:** Air Pollution Control Officer Report

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A verbal report will be given at the meeting.