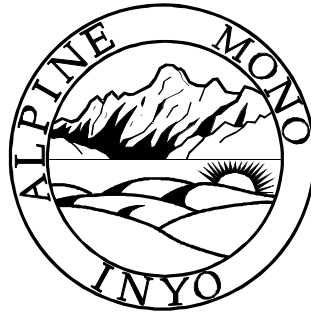


# GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT



## GOVERNING BOARD REGULAR MEETING INFORMATION

### Meeting Date & Time

Thursday, November 9, 2017 at 10:00 am

### Meeting Location

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

### District Board

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

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





## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### GOVERNING BOARD REGULAR MEETING AGENDA

**THURSDAY, NOVEMBER 9, 2017 AT 10:00 AM**

**Town of Mammoth Lakes Council Chambers**

**437 Old Mammoth Road (Suite Z)**

**Mammoth Lakes, California 93546**

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

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

1. Call to Order and Pledge of Allegiance
2. Public Comment on Matters Not on the Agenda (No Action)
3. Consent Items (Action)
  - a. Approval of the September 14, 2017 Regular Governing Board Meeting Minutes .....1
  - b. Designation and Disposal of Surplus Equipment .....8
4. Designation of Nature's Image as a Sole Source Provider for Services in the Keeler Dunes Project and Approval of Contract for an Amount not to Exceed \$1,146,002.80 with Nature's Image for Work through June 2019 (Action) .....10
5. Summary of 2017 Wildfire Smoke Impacts (No Action) .....35
6. Informational Items (No Action)
  - a. Travel Report .....52
    - i. Making Sense of Sensors Conference .....53
  - b. Permit Enforcement Activity Report .....57
  - c. Contracts Signed by the Air Pollution Control Officer .....58
  - d. Fiscal Year 2017-2018 1<sup>st</sup> Quarter Financial Reports (July 1 – September 30) .....59
  - e. Fiscal Year 2016-2017 Independent Auditor's Report.....67
  - f. Receipt of two Presidents' Special Acknowledgement Awards from the Special District Risk Management Authority.....68
7. Board Member Reports (No Action)
8. Air Pollution Control Officer Report (No Action) .....71

9. Confirm Date and Location of Next Regular Meeting (January 11, 2018, in Inyo County) .....72
10. **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Antelope Valley Resource Conservation District; pursuant California Government Code §54956.9 (d)(4).
11. **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – City of Los Angeles v. Great Basin Unified Air Pollution Control District, et al., Superior Court of the State of California, County of Sacramento, Case No. 34-2013-80001451-CU-WM-GDS, Interpretation of 2014 Stipulated Judgment Recital BB, Paragraphs 2, 3, 9, District 2013 Stipulated Order of Abatement, and District Board Order #160413-01, pursuant California Government Code §54956.9 (d)(4).
12. **CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:**
  - a. Russell Covington; Robert Moore; Randy Sipes; Randal Sipes, Jr.; Laborers’ International Union of North America Local Union No. 783 vs. Great Basin Unified Air Pollution Control District; Mono County Superior Court, Case No. CV140075; pursuant to subdivision (a) of Section 54956.9 of the California Government Code.
  - b. Mammoth Community Water District vs. Great Basin Unified Air Pollution Control District; Mono County Superior Court, Case No. CV140076; pursuant to subdivision (a) of Section 54956.9 of the California Government Code.
13. 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 Fax: 760-872-6109

### **BOARD REPORT**

**Mtg. Date:** November 9, 2017

**To:** District Governing Board

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

**Subject:** Approval of the September 14, 2017 Regular Governing Board Meeting Minutes

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**Summary:**

Attached for the Board's approval are the minutes from the September 14, 2017 regular meeting held in Mammoth Lakes, California.

**Board Action:**

Staff recommends that the Board review and approve the minutes from the September 14, 2017 meeting.

Attachment: September 14, 2017 minutes

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
GOVERNING BOARD MINUTES  
September 14, 2017

(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 September 14, 2017 in the Town of Mammoth Lakes Council Chambers, 437 Old Mammoth Road (Suite Z), Mammoth Lakes, CA 93546.

Governing Board members present:

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

Governing Board members absent:

Larry Johnston, Mono County

A quorum was present.

GBUAPCD staff present:

Phill Kiddoo, Air Pollution Control Officer  
Ann Logan, Deputy Air Pollution Control Officer  
Susan Cash, Administrative Projects Manager  
Paige Austin, Field Services Technician I  
Tori DeHaven, Clerk of the Board

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

Liz O'Sullivan, Mono County Resident  
Dana Stroud, Sierra Nevada Conservancy

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

Board Chair Wentworth called to order the regular meeting of the Governing Board at 10:06 a.m.

Board member Stump then led the Pledge of Allegiance.

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

Board Chair Wentworth asked for public comment on items not on the agenda at 10:06 am.

Ms. Liz O'Sullivan comment that there has been a lot of smoke this summer. She asked that the Board form a general consensus and ask the California Air Resource Board (CARB) to have more coordination with Air Pollution Control District's and

land management agencies so we don't have smoke all summer long. Some fires are unavoidable and some are management burns. There needs to be some sort of coordination so we don't have smoke on this side of the mountains continually. PM2.5, regardless of the source, is a health issue and makes people irreversibly sick. There must be a fine line between managing the forest and preserving the health of the public.

Board Chair Wentworth closed the public comment period at 10:09 am.

**Agenda Item #3**  
Consent Items  
(Action)

District staff removed consent agenda item no. 3h.

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

- a. Approval of the May 11, 2017 Regular Governing Board Meeting Minutes

*(vote was taken by roll call)*

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

*Noes: 0*

*Abstain: Board Member - Corless*

*Absent: Board Member – Johnston*

Motion carried 6/0 and so ordered.

B/O #170914-03a

**Motion** (Griffith/Totheroh) approving consent item b as follows:

- b. Approval of the July 13, 2017 Regular Governing Board Meeting Minutes

*(vote was taken by roll call)*

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

*Noes: 0*

*Abstain: Board Member - Stump*

*Absent: Board Member – Johnston*

Motion carried 6/0 and so ordered.

B/O #170914-03b

**Motion** (Griffith/Totheroh) approving consent items c through g as follows:

- c. Approval of purchase order 2017-1041CBH of one Annual AirVision Support Renewal in the amount of \$12,660 from Agilaire LLC, Knoxville, Tennessee
- d. Approval of the purchase with Sensit Inc. in the amount of \$52,840.20 and Campbell Scientific Inc. in the amount of \$18,653.22 for maintenance of Sensit sites and authorize the Board Chair to sign the referenced purchase

orders totaling \$71,493.42.

- e. Awarding the three bids for which quotes were received to Henkels & McCoy, Inc., for the following bid requests:

- |  |             |
|--|-------------|
| 1) 2017-LV1B-1 Site Preparation, etc.,                       | \$18,498.17 |
| 2) 2017-LV1B-3 Installation of Buried Electrical Line, etc., | \$32,796.26 |
| 3) 2017-LV1B-4 Installation of a Perimeter Fence,            | \$29,733.90 |

**Total of the Three Bids: \$81,028.33**

- f. Authorizing the APCO to sign purchase orders for the procurement of up to four (4) Teledyne-API Model T640X PM10/PM2.5 Particle Measurement Systems and associated equipment from Clipper Controls, Inc., regional distributor for Teledyne-API, and a District sole-source provider, for \$170,000. Funds will be taken from the FY 2017-18 SB270 (\$130,000) and District (\$20,000) budgets with additional funds from the District Capital Asset Reserve account (\$15,000) and the EPA 105 Grant (\$5,000) for the procurement of the monitors.
- g. Authorizing the APCO to sign and submit the FY 2017-18 Subvention Application and accompanying financial reports to the California Air Resources Board by the November deadline

*(vote was taken by roll call)*

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

*Noes: 0*

*Abstain: 0*

*Absent: Board Member – Johnston*

Motion carried 7/0 and so ordered.

B/O #170914-03c

**Agenda Item #4**  
Air Quality  
Permitting for  
Biomass Facilities  
(No Action)

Deputy APCO Logan made a brief presentation on the item as outlined in the Board Packet. She also explained the permitting process the District performs for any new source or modification including the assessments used to screen sources for potential human health impacts. She also encouraged early and frequent communication with District staff prior to a source applying for a permit.

Discussion between the Board and staff occurred regarding Biomass Facilities. The permitting process was discussed at length as well as the District's responsibility to enforce permitting regulations as handed down by the U.S. Environmental Protection Agency. The Board expressed its support for Biomass Facilities as they have proven to be less emissive than open burning.

Ms. Dana Stroud, Sierra Nevada Conservancy, thanked the District staff for its efforts and cooperation in getting the Mono County Biomass Facility operational and permitted. She asked if staff has shared their experience with this source with other colleagues and APCD's who are considering permitting similar facilities.



APCO Kiddoo responded that staff has shared its experience with the California Air Pollution Control Officer's Association (CAPCOA), specifically.

**Agenda Item #5**  
Informational Items  
(No Action)

No questions from the Board or the public.

**Agenda Item #6**  
Board Member  
Reports  
(No Action)

Board member Kingsley noted that at last Tuesday's Inyo County Board of Supervisors meeting, there was an archaeological district workshop. It was informative and answered a lot of questions while also generating new questions. Many people were in attendance including District staff, the Bureau of Land Management as well as tribal representatives.

Board member Stump indicated that he had a conference call with members of CARB's meteorological section, concerning smoke and policy. The outcome is that CARB will be attempting, at least with the west side forests and Yosemite if possible, to hold weekly meetings during smoke production season to look at the cumulative impact of all sources and emissions. This may force those entities to prioritize who is going to be allowed to continue to emit and who must take more aggressive action.

Board member Hames reported that he attended a meeting of the Regional Sierra Nevada Conservancy to discuss an upcoming meeting regarding "Biomass Utilizations from a Statewide Perspective" which is being held on October 23 in Quincy, California.

Board member Corless noted that Mono County's biomass boiler project was the recipient of a California State Association of Counties Merit Award and received recognition in the state legislature when Assembly Member Frank Bigelow was in town in August.

Board Vice Chair Griffith acknowledged his support for agencies communication and coordinating together. He added that he is still interested in a tour of Owens Lake.

Board Chair Wentworth reported that he was at a climate change conference in San Luis Obispo which had a consistent theme, in line with the District's, of looking at these efforts from a regional and statewide perspective. He noted that rural representation is lacking.

**Agenda Item #7**  
Air Pollution  
Control Officer's

APCO Kiddoo reported that the District has a new employee named Paige Austin. She is the District's Field Services Technician and will be working in Keeler. He

Report  
(No Action)

added that at the next meeting staff will be presenting on the emergency air quality monitoring that the District has been doing and should have a comprehensive season report by November. He went on to summarize some of the recent smoke impact sources.

**Agenda Item #8**  
Confirm Date and  
Location of Next  
Regular Meeting  
(November 9, 2017,  
in Mono County)  
(No Action)

The next regular meeting of the District Governing Board will convene at 10:00 am on November 9, 2017 in Mammoth Lakes, California. The District's Clerk of the Board will find and reserve a handicap accessible meeting room and contact the District Board members as to its location.

**Agenda Item #9,  
#10, #11  
CLOSED  
SESSION**

The Board convened into closed session at 11:20 am.

9) **CLOSED SESSION** - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Antelope Valley Resource Conservation District; pursuant California Government Code §54956.9 (d)(4).

10) **CLOSED SESSION** - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – City of Los Angeles v. Great Basin Unified Air Pollution Control District, et al., Superior Court of the State of California, County of Sacramento, Case No. 34-2013- 80001451-CU-WM-GDS, Interpretation of 2014 Stipulated Judgment Recital BB, Paragraphs 2, 3, 9, District 2013 Stipulated Order of Abatement, and District Board Order #160413-01, pursuant California Government Code §54956.9 (d)(4).

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

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

The Board reconvened into open session at 12:34 pm. Board Chair Wentworth reported on the items as follows:

Regarding Closed Session Item No 9: **Motion** (Griffith/Hames) by unanimous vote, authorizing the Air Pollution Control Officer, for this particular action, to have full settlement authority to come to a conclusion of the item as presented to the Board.

Regarding Closed Session Item No.s 10 through 11: Nothing reported.

**Adjournment**

The meeting was adjourned by Board Chair Wentworth at 12:35 pm. The Board will reconvene in open session at 10:00 am, on Thursday, November 9, 2017 in Mammoth Lakes, California.

\_\_\_\_\_  
John Wentworth, Board Chair

**Attest:**

\_\_\_\_\_  
Tori DeHaven, Board Clerk



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** November 9, 2017

**To:** District Governing Board

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

**Subject:** Designation and Disposal of Surplus Equipment

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#### **Summary:**

The District's Purchase, Bidding and Contracting Policy (Rule 1101) contains a section that sets forth a procedure for the disposal of surplus materials (Section 4.3). The procedure requires District staff to prepare a list of surplus materials with a disposal justification and an estimated value for each item. The list must then be submitted to the Board for their review and approval. Upon approval of the list, the items may be offered to local schools, governments or non-profit organizations. Valueless items may be disposed of as refuse. The remaining materials are disposed of via public auction sale to the highest bidder. Any items remaining after the public auction may be disposed of as refuse.

The District currently has computer equipment, office equipment, and miscellaneous scientific equipment that have been replaced, are inoperable, or are obsolete. The equipment is listed on the following page and is estimated to have little or no value or would cost more to dispose through the bidding process than the District would recoup. Staff requests that the Board declare this equipment as surplus and authorize the Air Pollution Control Officer to dispose of all equipment by offering it at no-cost to local schools, other government agencies, or to charitable non-profit organizations and disposing of remaining equipment.

#### **Board Action:**

Staff recommends the Board declare as surplus all equipment listed in the staff report and authorize the APCO to dispose of such as provided in the District's Purchase, Bidding and Contract Policy (Section 4.3 of Rule 1101).

<u>Item</u>	<u>ID</u>	<u>Description/condition</u>
File Cabinet		two drawer, beige/good condition, not fireproof, does not lock
File Cabinet		two drawer, tan/good condition, not fireproof, does not lock
File Cabinet		two drawer, tan/good condition, lightweight, lock w/keys, not fireproof
Sartorius Analytical Balance, Model 2432, Max 200g	GreatBasin: 089	Appears to be in working order; last calibrated 1988
Computer Dell Optiplex 960	Service Tag: 8JV4CK1; Greatbasin Tag: 03246	Working (Windows 7)
Computer Dell Optiplex 960	Service Tag: 8JV5CK1; Greatbasin Tag: 03245	Working (Windows 7)
Computer Dell PowerEdge 2900	Service Tag: 5T6NQG1; Greatbasin Tag: 03236	Working (Server 2003 R2)
Computer Dell Latitude E6500	Service Tag: JMKBJK1; Greatbasin Tag: 03244	Working (Windows 7)
Computer Dell Latitude E6500	Service Tag: 7DWTKH1; Greatbasin Tag: 03241	Working
DVD Copier	None	Working Big (Tall) & Black
Two small 19" Silver Viewsonic LCD monitors	None	Working
iPad 32GB, Model A1396	1) Serial#: DLXFL0X9DFJ2	Working
iPad 32GB, Model A1337	2) Serial#: GB026JAWETU	Working
iPad 32GB, Model A1337	3) Serial#: GB027YXPETU	Working
iPad 32GB, Model A1430	4) Serial#: DYTHKSQLDVGH; Greatbasin Tag: 03546	Working
iPad 32GB, Model A1403	5) Serial#: DMPHJ0XGDVGD; Greatbasin Tag: 03270	Working



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

### BOARD REPORT

**Mtg. Date:** November 9, 2017

**To:** District Governing Board

**From:** Grace A. McCarley Holder, Senior Scientist

**Subject:** Keeler Dunes Dust Control Project: Designation of Nature's Image as a sole source provider for services in the Keeler Dunes Project and Approval of Contract for an amount not to exceed \$1,146,002.80 with Nature's Image for Work on Keeler Dunes Project through June 2019

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#### Summary

This Board report provides the District Governing Board with information on the Keeler Dunes Dust Control Project going into the fourth and fifth years of work. The District contracted with Barnard Construction Company INC (Barnard) in July 2014 for the Keeler Dunes Project for a period of three and a half years ending in December 2017. It was anticipated in 2014 that the project would be established and self-sustaining by the end of the 2017 growing season at the end of the contract period.

Due to delays in getting all of the basic materials for the project and difficulty in getting plants established, the Keeler Dunes Project is behind schedule and will not be complete by the end of 2017 as originally expected. A long-term planning effort has been conducted to evaluate ways to complete the project keeping in mind the project budget received as part of the 2013 Settlement Agreement with the Los Angeles Department of Water and Power (LADWP) and additional funding received in November 2016 from settlement of Notice of Violation #461 and subsequent approval from the Governing Board to transfer funds in the amount of \$1,199,707 to the Keeler Dunes dust control project budget (Board Order #161110-05).

This Board report discusses the current contracting for the project and requests that the Governing Board designate Nature's Image from Lake Forest, California as a sole source provider for operation and maintenance work in the Keeler Dunes and then approve a contract with Nature's Image through June 2019 for the upcoming work in the dunes.

#### Background

The original design for the Keeler Dunes project included two phases of work in the project. The first phase extended for approximately 9-10 months starting in the fall of 2014 and ending in the

Designation of Nature's Image as a Sole Source Provider for Services in the Keeler Dunes Project and Approval of Contract for an Amount Not to Exceed \$1,146,002.80 with Nature's Image for Work Through June 2019 (Action)  
November 9, 2017 – Agenda Item No. 4 – Page 1

summer of 2015 and consisted of the main construction activities (building the irrigation system, bale placement and planting). The second phase consisted of maintenance and operation of the project ending in December 2017. It was thought that after three growing seasons the plants would be sufficiently established and would be able to survive with little to no long-term maintenance such that the irrigation system could be removed, and the project would be self-sustaining.

During the first year of the project, problems were had obtaining both the straw and plant material for the project, delaying the original schedule. Straw procurement was completed in the fall of 2015 and the bale placement was finished in December of 2015. After several failed efforts by the original nursery to produce the ordered plants, a second nursery was used to grow out plant stock for the project in 2016. The delays in obtaining the materials for the project combined with more difficulty in plant establishment than expected has caused the project to be substantially behind schedule such that additional work is required beyond the original December 2017 end point.

The project team has learned a lot over the past several years about the dunes and ways to be successful with dust control. The project contractor and sub-contractor have been very amenable to making changes to the project design, as needed, to improve project success. Some of the changes made include using bale mounds as roughness element instead of single bales to better fit the landscape and to better mitigate the higher levels of sand motion found in the southern dunes, adding additional irrigation events to provide young plants with more water, and adjusting planting schedules and cultivation methods. All of the changes made so far have improved the level of dust control within the dunes and success of the project.

### **Long-Term Plan**

Based on the progress made so far in the project, the District and project team has gone through a long-term planning effort to decide how to proceed with the project and reach the goal of establishing a stable vegetated dune system to control PM10 emissions in Keeler and the surrounding area. The long-term plan is described below.

The overall goal of the project is to reduce the PM10 impacts from the dunes in the community of Keeler to below the Federal and California State ambient air quality standards through the establishment of a stable vegetated dune system that requires minimal long-term operation and maintenance. Although there has been an overall reduction in the number of exceedances of the PM10 standards and in the magnitude of PM10 concentrations in the community of Keeler from the dunes, the original goal of the project has not been met yet such that additional work is needed in the project beyond December 2017. The new proposed end of the operation and watering work in the project is June 2019, an extension of 1.5 years beyond the original project design.

The additional work consists of three main activities conducted between Fall 2017 and Spring 2019 as well as the decommissioning work at the end of the project. These elements or tasks are listed and described below.

1. **Watering:** Watering of the installed live plants within the project is considered the most important work activity in the project. The success of the project ultimately is dependent on the success of plant establishment. Implementation of the long-term work plan will

Designation of Nature's Image as a Sole Source Provider for Services in the Keeler Dunes Project and Approval of Contract for an Amount Not to Exceed \$1,146,002.80 with Nature's Image for Work Through June 2019 (Action)  
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provide additional water to the installed plants by increasing the amount of water provided in the spring and fall and by adding an irrigation in the summer months.

2. Planting: Instead of trying to complete another blanket planting effort across the entire project, the next planting effort will involve fewer plants and will target specific locations where there are the best conditions for success. Additionally, the new plants will be installed away from the bales to prevent planting where sand scouring and/or deposition occurs adjacent to the bales. The next planting work is anticipated for January 2018 and will involve installation of 25,000 plants grown-out by Greenheart Farms using seed collected from around Owens Lake. Additionally, a small-scale test of two methods of direct seeding will be conducted to test the feasibility of establishing plants in the project directly from seed and not from nursery stock.
3. Bale Placement: The bale mounds in the Southern Dunes built in 2016 appear to have been relatively successful in stabilizing the active dune areas. Additional bale mounds are proposed for about 11 acres of the project in two main areas where there continues to be active sand motion hindering plant establishment. The first area is along the northern edge of the Northern Dune and the second area is located in the southern portion of the project towards Keeler. Each bale mound will be constructed using the same 6-bale design used in 2016 and will be built from bales already within the project, where possible. Straw bales from the existing stock piles can be used, if needed, to supplement the bales already present within the two new bale mound areas. Bale mound work is expected to take place in December 2017 or early January 2018 prior to any planting work.
4. Decommissioning: Following the spring 2019 irrigation work it is anticipated that the project will be decommissioned. The decommissioning work will consist of removal and disposal of the irrigation system, restoration of staging areas, and removal and disposal of all trash and debris remaining in the project. Recycling of the HDPE irrigation pipe will be encouraged rather than disposal in a landfill. The pump, backflow preventer, flow meter and other equipment located at the Keeler Well will be removed from the well head but the pipe extending under SR 136 will be capped and remain in place for future use by the community of Keeler.

### **Contracting**

The District conducted a formal bid in early 2014 for a contractor for construction of the Keeler Dunes Dust Control Project. Barnard Construction Company INC (Barnard) from Bozeman, Montana was the successful bidder and a contract was executed between Barnard and the District in July 2014 with a term extending through December 2017 for construction and maintenance work in the project. Barnard sub-contracted with Nature's Image, a land restoration and landscape management company from Southern California, for all of the straw bale placement, planting work and supplemental irrigations. Both Barnard and Nature's Image have extensive experience working in the area on the dust control project on Owens Lake.

At the time of the original contract, Barnard was actively present in the Owens Lake area working on the Phase 7a project and provided on-site supervision and oversight. For the Phase 9/10 dust control project on Owens Lake, construction is being completed for LADWP by OHL such that

Designation of Nature's Image as a Sole Source Provider for Services in the Keeler Dunes Project and Approval of Contract for an Amount Not to Exceed \$1,146,002.80 with Nature's Image for Work Through June 2019 (Action)  
November 9, 2017 – Agenda Item No. 4 – Page 3



Barnard is no longer present in the area making it difficult for them to provide the same level of on-site support for the dunes project. Nature's Image was involved in the planting efforts as part of both the Phase 7a and Phase 9/10 projects on Owens Lake and is based closer than Barnard in Lake Forest, California.

Over the past three years of work, Nature's Image staff have gained substantial knowledge of the Keeler Dunes and how to work in the project to make it as successful as possible. The work crew and field supervisor have shown their resourcefulness in keeping the irrigation system operational during cold winter temperatures so that planting work could proceed as needed. They have also been instrumental in suggesting changes to the project design in order to improve plant establishment success, have been very adaptable to changes in the project schedule, and have developed a loyal work crew from the local surrounding communities.

District staff requested a price estimate from Barnard/Nature's Image in August 2017 for the work associated with the long-term work plan. A cost estimate for the work was received from Nature's Image and consisted of seven different tasks:

1. Irrigation: This task provides for a 3-person locally-based crew to be onsite full-time through June 2019 to provide better care for the plants within the project and overall care of the site. Work would consist of watering the existing and additional plants installed in the project, routine maintenance of the irrigation system, operation of the direct seeding test site, building and repair of bale mounds, and data collection within the project.
2. Planting: Installation of an additional 25,000 plants within the project. Work is to be conducted in the winter (January-February 2018) with a crew of 10 workers.
3. Bale Mounds: The costs for this task are only for equipment and its operation for approximately 11 acres of new bale mounds. The work crew in Task 1 would provide the labor for this task. Bale mounds already present in the project will be maintained so that they provide maximum effectiveness.
4. Direct Seeding Test: A small-scale test of two methods of direct seeding would be conducted. Labor for the task is provided through the crew in Task 1.
5. Irrigation System Maintenance and Repair: This task provides for necessary maintenance and repair of the irrigation system to keep it operational. Routine maintenance is provided for in Task 1.
6. Cultural Resource Monitoring: Cultural resource monitoring is required for all ground disturbing work. This task provides for oversight by a qualified archaeologist and a tribal monitor for the bale mound, planting and decommissioning work.
7. Decommissioning: This task provides for removal and disposal of the irrigation system at the end of the project as well as restoration of the staging areas.

Designation of Nature's Image as a Sole Source Provider for Services in the Keeler Dunes Project and Approval of Contract for an Amount Not to Exceed \$1,146,002.80 with Nature's Image for Work Through June 2019 (Action)  
November 9, 2017 – Agenda Item No. 4 – Page 4

District staff have had discussions with Barnard about the Keeler Dunes Project and the proposed long-term work plan. Barnard has expressed that they are willing to do what is best for the project whether it is to continue to oversee the work being done by Nature's Image or step aside and allow the District to contract directly with another contractor. District staff appreciates Barnard's openness to end their work at the Keeler Dunes and their dedication to seeing the project succeed.

One option for continuing the project is to extend the current contract with Barnard for the work associated with the long-term work plan. Currently the District pays Barnard a 15% markup on all work performed by Nature's Image on the project. At this time, the project is built, and the proposed long-term work consists of maintenance and operation activities of the site and does not involve large-scale construction activities so that there is not the need for a construction contractor like there was originally in the project. District staff feels that the best step for the project is to contract directly with Nature's Image rather than pay Barnard to manage the future work. In order to maintain consistency within the project and continue to take advantage of what has been learned from work in the dunes, District staff recommends that Nature's Image be designated as a sole source provider for the remaining work in the Keeler Dunes project so that a formal bid for the work would not be needed. This designation would be based on availability and experience of the contractor, as required in the District's purchasing policy (Section 3.3 – Sole Source Determination).

### **Fiscal Impact**

The original contract with Barnard was for \$7,556,767.00 from July 2014 through December 2017. Several amendments have been added to the contract with Barnard over the last three years. All amendments have been completed by the APCO under his authority. Contract Amendment 1 added \$14,886.24 to the contract for unanticipated survey work. Contract Amendments 2 through 6 were all no cost amendments to the contract that changed the fee schedule for the work tasks in order to accommodate changes to the project work plan. Contract Amendment 7 (see item 6.c in this Board Packet) will change the contract term from December 30, 2017 to November 9, 2017 in order to end the contract before the original term and allow direct contracting with Nature's Image.

At the end of the Barnard contract it is anticipated that there will be approximately \$620,328 unexpended funds remaining in the contract for work that has not been conducted. These funds will be returned to the Keeler Dunes Project budget and used as part of the funds for implementation of the long-term work plan. Other funds for the long-term work plan are available from monies already in the project budget.

The cost quote from Nature's Image for the proposed long-term work plan totals \$1,146,002.80. Executing a contract with Nature's Image would encumber those funds from the Keeler Dunes Project budget and allow work in the project through June 2019. Based on careful review of the funds available and anticipated future costs for the Keeler Dunes Project, it is anticipated that there are sufficient funds for the proposed work with Nature's Image available in the project budget leaving a balance of approximately \$240,000, in case there are additional needs.

Designation of Nature's Image as a Sole Source Provider for Services in the Keeler Dunes Project and Approval of Contract for an Amount Not to Exceed \$1,146,002.80 with Nature's Image for Work Through June 2019 (Action)  
November 9, 2017 – Agenda Item No. 4 – Page 5

## **BOARD ACTION**

Staff recommends the Governing Board take the following actions:

1. Designate Nature's Image of Lake Forest, California as a sole source provider for project operation and management services for the Keeler Dunes Dust Control Project based on availability and experience per the District's purchasing policy, section 3.3 (Sole Source Determination).
2. Approve the attached contract with Nature's Image of Lake Forest, California for project operation and management services for the Keeler Dunes Dust Control Project for an amount not to exceed \$1,146,002.80 for a term from November 9, 2017 to June 30, 2019 with the funds for the work to come from the Keeler Dunes Project budget.

### **Attachment:**

Attachment 1 - Contract with Nature's Image

Designation of Nature's Image as a Sole Source Provider for Services in the Keeler Dunes Project and Approval of Contract for an Amount Not to Exceed \$1,146,002.80 with Nature's Image for Work Through June 2019 (Action)  
November 9, 2017 – Agenda Item No. 4 – Page 6

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND NATURE'S IMAGE  
FOR THE PROVISION OF PROJECT OPERATION AND MANAGEMENT  
SERVICES FOR THE KEELER DUNES DUST CONTROL PROJECT**

**INTRODUCTION**

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") may have the need for the Project Operation and Management services of Nature's Image of Lake Forest, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from November 9, 2017 to June 30, 2019 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. District shall pay to 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. Contractor will not be paid or reimbursed for travel expenses or per diem, except as provided for in Attachment **B**, which Contractor incurs in providing services and work requested by District under this Agreement.

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

Great Basin Unified Air Pollution Control  
District Standard Contract - No. 116  
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D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement shall not exceed One Million One Hundred and Forty-Six Thousand and Two Dollars and 80 cents (\$1,146,002.80) Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall be compensated in proportion to the work completed during a billing period. Contractor shall submit to both the District and Amec Foster Wheeler Environment and Infrastructure INC for review and for conformance with work specifications, an itemized statement of all services and work described in Attachment A, broken down by task, and done as per the contract executed between the District and the Contractor. The billing statement shall describe the amount of services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Payment of invoices is due within 30 (thirty) days of the District's and Amec Foster Wheeler's receipt of the invoice.

The District, at its discretion, may withhold ten percent (10%) of the funds requested by the Contractor for reimbursement of Eligible Project Costs until the Project is completed and Final Report is received. Withheld funds may be released upon completion of milestones identified in the Scope of Work.

Payments prior to satisfactory completion of all work required of this Contract Agreement, shall not exceed, in the aggregate, ninety percent (90%) of the total earned to date. All retention shall be paid upon satisfactory completion of the Project, as otherwise provided herein.

A. 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, 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.

Permits and Plans provided by the District are:

- Right of Way Grant from Bureau of Land Management (BLM)
- Storm Water Pollution Prevention Plan (SWPPP) submitted to Lahontan Regional Water Quality Control Board
- Land and road use letter agreement with Los Angeles Department of Water and Power
- Restoration and Weed Control Plans (approved by BLM)
- Agreement with Keeler Community Services District (KCSD) for use of water from the Keeler Well

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 the 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 and employees 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 C 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 Contractor is to be considered an employee of District. 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, 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, 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 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, and employees 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, or employees.

## 12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, 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.

## 13. 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.



**14. 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.

**15. 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.

**16. 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.

**17. 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-three (23) below.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county 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.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**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.

**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, or county 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-three (23) (Amendment).

**23. 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.

**24. 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.

**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:

District:  
**Great Basin Unified Air Pollution Control District**  
**Grace A. McCarley Holder**  
**157 Short Street, Suite 6**  
**Bishop, California 93514**

Contractor:  
**Nature's Image**  
**20361 Hermana Circle**  
**Lake Forest, California 92630**

**26. ENTIRE AGREEMENT.**

This Agreement, including its Attachments, 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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**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND NATURE'S IMAGE  
FOR THE PROVISION OF PROJECT OPERATION AND MANAGEMENT  
SERVICES FOR THE KEELER DUNES DUST CONTROL PROJECT**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 9th  
DAY OF NOVEMBER 2017.

**GREAT BASIN UNIFIED AIR POLLUTION  
CONTROL DISTRICT**

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

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

**CONTRACTOR**

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

\_\_\_\_\_  
Print or Type Name

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

**ATTACHMENT A**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND NATURE'S IMAGE  
FOR THE PROVISION OF PROJECT OPERATION AND MANAGEMENT  
SERVICES FOR THE KEELER DUNES DUST CONTROL PROJECT**

**TERM:**

**FROM: November 9, 2017 TO: June 30, 2019**

**SCOPE OF WORK:**

*(See attached Scope of Work on next 6 pages)*



Arizona A-21 168366 California A & C-27 720513 Nevada C-10 0052677

October 19, 2017

NI Proposal #: 17-076

Attn:  
Grace A. McCarty Holder  
Great Basin Unified Air Pollution Control District  
157 Short Street, Suite 6  
Bishop, CA 93514  
Phone: 760.872.8211 x 236  
[gholder@gbuapcd.org](mailto:gholder@gbuapcd.org)

RE: Request for Cost Quote for Work Associated with Long-Term Plan for the Keeler Dunes Project  
**PROPOSAL**

Task/Description	Qty	Unit	Unit Cost	Total Cost
<b>TASK 1 FULL-TIME CREW &amp; MOBILIZATION</b>				
<b>Task 1a Mobilization &amp; Insurance</b>				
Mobilization	1	EA	\$ 48,503.00	\$ 48,503.00
Allowance for Insurance	1	AL	\$ 13,000.00	\$ 13,000.00
<b>Task 1b Full-Time work crew (3- Man Crew)</b>				
(Contract Execution in Nov 2018 to June 1, 2019)				
Maintenance Labor - Full Time Crew	9744	HR	\$ 65.00	\$ 633,360.00
<b>Task 1c Field Supervisor</b>				
(Contract Execution in Nov 2018 to June 1, 2019)				
	1312	HR	\$ 89.00	\$ 116,768.00
<b>Task 1 Subtotal</b>				<b>\$ 811,631.00</b>

Task/Description	Qty	Unit	Unit Cost	Total Cost
<b>TASK 2 PLANTING</b>				
<b>Task 2a Plant Delivery-</b> ( Plant Delivery in Oct 2018 will be paid through the Contract with Bernard. )				
	0	Trips	\$ 3,912.00	\$ -
<b>Task 2b Replanting Jan 2018-</b> Temporary Workers to Assist Full-Time Crew during Installation of 25,000 Plants				
Maintenance Labor- Supplemental Personnel	1648	HR	\$ 65.00	\$ 107,120.00
<b>Task 2 Subtotal</b>				<b>\$ 107,120.00</b>

20361 Hermana Circle, Lake Forest, CA 92630  
Phone: (949) 680-4400 Fax: (949) 680-4450  
Certified Small Business, DGS #15579 & Women Owned Business, WBENC #2005115179

Great Basin Unified Air Pollution Control  
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Task/Description	Qty	Unit	Unit Cost	Total Cost
<b><u>TASK 3 BALE MOUND CONSTRUCTION</u></b>				
<b>Task 3a Bale Mound Construction-</b> Cost for Mobilization, Materials, Equipment- (General Maintenance Labor is included in Task 1)	1	LS	\$ 12,397.00	\$ 12,397.00
<b>Task 3b Landscape Operating Engineer</b> for Bale Mound Construction	15	DAY	\$ 1,160.00	\$ 17,400.00
<b>Task 3 Subtotal</b>				<b>\$ 29,797.00</b>

Task/Description	Qty	Unit	Unit Cost	Total Cost
<b><u>TASK 4 DIRECT SEEDING TEST</u></b>				
<b>Task 4 Direct Seeding Testing,</b> Cost for Mobilization, Materials, Equipment, and Labor needed for Construction of Test Sites (Operational Labor for irrigation is included in Task 1)	1	LS	\$ 17,584.00	\$ 17,584.00
<b>Task 4 Subtotal</b>				<b>\$ 17,584.00</b>

Task/Description	Qty	Unit	Unit Cost	Total Cost
<b><u>TASK 5 IRRIGATION SYSTEM MAINTENANCE AND REPAIR</u></b>				
<b>Task 5 Irrigation Maintenance &amp; Repair Allowance-</b> (Repair and maintenance billed to this Allowance shall be invoiced according to the Rates and Markups table listed below.)	1	AL	\$ 20,000.00	\$ 20,000.00
<b>Task 5 Subtotal</b>				<b>\$ 20,000.00</b>
<b>Task 5 Rates &amp; Markups-</b>				
<b>All costs for equipment rental, materials, service providers, and/or subcontractors</b>	Cost + 15% Markup			
<b>Natures Image Irrigation Technician</b>	\$1,500 per 8 Hour Day			
<b>Landscape Operating Engineer</b>	\$1,160 per 8 Hour Day			

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 Phone: (949) 680-4400 Fax: (949) 680-4450  
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Great Basin Unified Air Pollution Control  
 District Standard Contract - No. 116  
 (Independent Contractor)  
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Task/Description	Qty	Unit	Unit Cost	Total Cost
<b>TASK 6 CULTURAL RESOURCE MONITORING</b>				
<b>Task 6a Tribal Cultural Resource Monitoring</b> during Planting, Bale Mound Construction, and Decommissioning Work	65	DAY	\$ 745.00	\$ 48,425.00
<b>Task 6b Qualified Archaeologist</b> - Cultural Monitoring during Bale Mound Construction, and Decommissioning Work				
Project Manager	14	HR	\$ 228.00	\$ 3,192.00
Senior Archaeologist	96	HR	\$ 173.00	\$ 16,608.00
Administrative Support	14	HR	\$ 98.00	\$ 1,372.00
Mileage	1,120	Miles	\$ 0.54	\$ 604.80
<b>Task 6 Subtotal</b>				<b>\$ 70,201.80</b>
Task/Description	Qty	Unit	Unit Cost	Total Cost
<b>TASK 7 DECOMMISSIONING</b>				
<b>Task 7a Removal of Irrigation System</b>	1	LS	\$ 58,408.00	\$ 58,408.00
<b>Task 7b Disposal of Irrigation System</b>	1	LS	\$ 11,193.00	\$ 11,193.00
<b>Task 7c Restoration of Staging Areas</b>	1	LS	\$ 20,068.00	\$ 20,068.00
<b>Task 7 Subtotal</b>				<b>\$ 89,669.00</b>
<b>OVERALL TOTAL OF TASKS</b>				<b>\$ 1,146,002.80</b>

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**INCLUSIONS & NOTES:****TASK 1 FULL-TIME CREW & MOBILIZATION****Task 1a Mobilization & Insurance:**

- **Mobilization** – Includes initial project start up, move-on of crew, temporary facilities, safety equipment, tools and equipment. 100% of mobilization cost will be due with first payment.
- **Allowance for Insurance**- Includes a cost allowance to provide insurance coverage for subcontractor(s). The District will be billed for the actual cost of the insurance. Natures Image will include backup of cost with invoice.

**Task 1b Full-Time Work Crew (3-Man Crew):** A Full time Landscape Maintenance crew will be provided from contract execution in November 2017 to June 1, 2019. The crew will perform the following tasks:

- Plant care and irrigation events.
- Coordination of irrigation system maintenance and conduct minor repairs on irrigation lateral lines.
- Operation, maintenance, and data collection of the direct seeding test.
- Water system data collection and reporting
- Installation and repair of bale mounds (Full time Maintenance Laborer crew can complete all items within the scope of this task except for operation of equipment. See Task 3b below for Landscape Operating Engineer associated with scope of work for bale mound construction.).
- Small scale seed collection (training will be provided). Seed testing and cleaning are not included.

**Task 1c Field Supervisor:** The Field Supervisor will be in regular communication with the full time crew and will be onsite periodically to direct and inspect progress of the full time crew. The Field Supervisor will provide regular (weekly to bi-weekly) schedules and reports to the project team. Additionally, the Field Supervisor will coordinate with Tribal Monitor/Qualified Archaeologist, stake bale mound locations, and assist with data collection and reporting. All Field Supervisor hours utilized for management and coordination of Tasks 1-7 will be invoiced to Task 1c Field Supervisor.

**TASK 2 PLANTING**

**Task 2a Plant Delivery:** Not included in this contract. To be paid with funds from contract 14-17 with Barnard Construction.

**Task 2b Replanting Jan 2018- Temporary Workers to Assist Full-Time Crew during Installation of 25,000 Plants:** Includes supplemental labor (Approximately 10 additional laborers will be required to assist the Full-time crew) and equipment to assist the full time work crew and complete installation of 25,000 plants in 20 working days. Plants will be transported from the District's Keeler Yard and installed according to the specifications. If plant protection cages are deemed necessary they can be provided for an additional cost in a contract change order.

**TASK 3 BALE MOUND CONSTRUCTION**

**Task 3a Bale Mound Construction:** This item includes one (1) mobilization of rental skid-steer, materials, and equipment usage for installation of 538 bale mounds (each bale mound will consist of 6 bales). Purchase of straw bales is not included. Straw bales from within the project and from existing stockpiles will be used to construct mounds. All costs associated with Maintenance Labor for installation and Field Supervisor for staking mound locations are included in Task 1. See Task 3b below for labor cost associated with the equipment operator.

**Task 3b Landscape Operating Engineer for Bale Mound Construction:** Assumes that a Landscape Operating Engineer will be required to operate skid-steer for installation of new bale mounds only. Repair or maintenance of existing bale mounds will be completed by Full-Time Work Crew.

**TASK 4 DIRECT SEEDING TEST**

**Task 4a Direct Seeding Testing:** This task includes all costs for Mobilization, Materials, Equipment, and labor needed for construction of test sites. Landscape Maintenance labor associated with operation after construction is included in Task 1. Proposed test design is as follows:

- Testing will occur at two separate locations in the project.

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- At each location two test plots (hydroseed, and hand broadcast seed) will be identified and the boundaries will be staked. Each plot will be circular shaped (15 foot radius).
- One sprinkler head will be installed at each plot. Sprinkler heads will be low precipitation multi-stream nozzles. Each sprinkler head will be connected with PVC pipe to an existing 1" ball valve.
- Weeds and seedlings will be cleared from the test plots.
- Seed material will be provided by the District at no cost to Natures Image. Once the District has furnished the seed material, Natures Image will pay costs to Prill up to 5 lbs. of seed (consisting of no more than six different species). Costs for seed prilling assumes that seed material will be from the following species: *Sarcobatus vermiculatus*, *Suaeda moquinii*, *Atriplex parryi*, *Atriplex polycarpa*, ~~*Clarkia speciosa*~~, *Cleome sparsifolia* & *Cleomella obtusifolia*. Prilled seed will be installed at broadcast plots only. No prilled material will be applied at the hydroseed test plots.
- At the hydroseed test plots, seed material will be applied with a hydroseed slurry. Slurry shall consist of 2000 lbs./ac. Wood fiber mulch and 120 lbs./ac. Plantago binder (skidsteer tractor will be provided to tow hydroseed trailer).
- At hand-broadcast seed test plots, prilled seed material will be hand-broadcast and raked-in.
- All plots will receive the same irrigation schedule. Watering cycles will be conducted for long durations at low frequencies.

#### **TASK 5 IRRIGATION SYSTEM MAINTENANCE AND REPAIR**

Minor or routine repair to irrigation lateral line or hose bibs will be completed by the Full-Time Work Crew. Irrigation Maintenance and Repair Allowance included for Task 5 will apply to all other repair, including the following:

- Repairs to irrigation mainline, pump station, well head, backflow preventer, flow meter, water meter & irrigation crossover.
- For any repair that requires electrical work, excavation or equipment operator, and/or HDPE fusion equipment.
- For any non-routine repair or major damages to any part of the system.

Task 5 Rates and Markups table included the following information for invoicing the allowance:

- Stipulated markup that applies to all equipment rentals, materials purchases, and/or subcontractors required for Irrigation Repair.
- Natures Image Irrigation Technician- Daily rate to provide an irrigation technician for technical repairs, such as but not limit to, HDPE butt fusion. Includes labor cost only. Costs for material, rental equipment will be marked up per Task 5a.
- Landscape Operating Engineer- Daily rate to provide an equipment operator, if needed. Includes equipment operator only. Costs for rental equipment will be marked up per Task 5a.
- Cost for additional items not described above will be negotiated.

#### **TASK 6 CULTURAL RESOURCE MONITORING**

##### **Task 6a Tribal Cultural Resource Monitoring during Planting, Bale Mound Construction, and**

**Decommissioning Work:** Cultural resource monitoring will primarily be conducted by qualified Tribal personnel from the Lone Pine Paiute Shoshone Reservation. A total of 65 (8 hour days) of monitoring are anticipated.

##### **Task 6b Qualified Archaeologist - Cultural Monitoring during Bale Mound Construction, and**

**Decommissioning Work:** In addition to the Tribal monitor, a qualified archaeologist from TEAM Engineering, will be available on short notice, should the need arise. For the cost estimate, is assumed that the archaeologist from TEAM will spend up to 8 hours weekly on the project during planting, bale mound construction, and decommissioning work. It is anticipated that the tasks listed above will take a total of 12 weeks, therefore 96 hours of Qualified Archaeologist are anticipated. A second trained Archaeologist is not required. Vehicle for onsite transportation is not included. Qualified Archaeologist will travel in the same vehicle as the Tribal Monitor.

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**TASK 7 DECOMMISSIONING**

It is assumed that Decommissioning will be completed during the last month of the contract in June 2019. Tasks will be completed in the following order:

1. Removal and disposal of the irrigation system
2. Restoration of Staging Areas

**Task 7a Removal of Irrigation System:** Includes removal of irrigation materials and equipment installed at the well head (pump station, backflow preventer, and flow meter) for the Keeler Dunes Project. The pipe extending under SR 136 will be capped and remain in place for the community of Keeler. All materials and infrastructure existing at the well head prior to construction will be left in place.

**Task 7b Disposal of Irrigation System:** Includes costs for trucking and disposal of irrigation components

**Task 7c Restoration of Staging Areas:** Staging Areas 1, 2, and 3 will be restored (Total area restored will not exceed 3.2 acres). Restoration will include de-compaction of staging areas, using a ripper or disk. After decompaction, the staging areas will be mechanically or manually smoothed. The areas will then be seeded with the recommended seed mixture shown below (Seed material provided by The District). The seed will be broadcast, and then raked in. Both broadcasting and raking can be done by hand. Existing erosion control BMPs will remain in place, or will be repositioned, around the staging areas.

Seed Mix for Restoration		
Species	Common Name	Pounds PLS per Acre
<i>Atriplex parryii</i>	Parry saltbush	2
<i>Sarcobatus vermiculatus</i>	Greasewood	2
<i>Sueda moquinii</i>	Alkali seepweed	1
<i>Atriplex hymenoletra</i>	Holly-leaf saltbush	1
<i>Distichlis spicata</i>	Saltgrass	2
<i>Cleomella obtusifolium</i>	Mohave cleomella	1
<i>Achnatherum hymenoides</i>	Indian ricegrass	1

Notes concerning seed.

1. Seed material will be provided by Great Basin Unified Air Pollution Control District

Natures Image, Inc. is a non-union company. Items not specified in this bid are neither implied nor included. Need fully executed contract 14 days prior to start of work. This proposal shall become an addendum to any contract with the terms set forth in this addendum which shall supersede any conflicting terms in any other contract documents.

**ITEMS AND SERVICES NOT INCLUDED IN THIS PROPOSAL:** Holiday/overtime work, performance and payment bonds, temporary labor for irrigation events, removal of temporary construction entrances, Backfilling of access routes with straw bales, purchase straw bales, haul-off/disposal of stockpiled or unused straw bales, removal and/or replacement of BMPs and erosion control measures, installation of permanent markers at container planting locations, additional mobilization, aggregate, rock, gravel, biologist, chemical applications, clearing & grubbing, concrete work, dust control, erosion control installation, fencing removal, repair, materials and installation, fertilizer, grading, BMP installation and/or maintenance, plant purchase, plant guarantee, plant protection cages, mulch, mycorrhizae inoculum, permits, ~~exotic species removals~~, rip rap, ripping, reseeding, seed germination guarantee, safety fencing, ESA fencing, silt fencing, site protection, site clearing, compaction, soil amendments, street sweeping, pest control, pesticide and herbicide spraying, straw blowing, soil samples or testing, retention, traffic control, cost of water, water source, water meter, weeding, repair due to acts of God, war, vandalism or neglect/damage by Owner or others. Any items not specifically mentioned in the inclusions above.

**Bid Price:** Good for 30 days

**Terms:** Net 30 days

Thank you for the opportunity to provide this proposal.

Sincerely,  
NATURES IMAGE, INC.

Daniel Slinger  
Estimator

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**ATTACHMENT B**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND NATURE'S IMAGE  
FOR THE PROVISION OF PROJECT OPERATION AND MANAGEMENT  
SERVICES FOR THE KEELER DUNES DUST CONTROL PROJECT**

**TERM:**  
**FROM: November 9, 2017 TO: June 30, 2019**

**SCHEDULE OF FEES:**

Task	Subtask/Description		Quantity	Unit	Unit price	Total Amount
<b>1</b>	<b>1a</b>	Mobilization and Insurance	1	Lump	\$ 61,503.00	\$ 61,503.00
	<b>1b</b>	Full-Time Work Crew	9744	Hour	\$ 65.00	\$ 633,360.00
	<b>1c</b>	Field Supervisor	1312	Hour	\$ 89.00	\$ 116,768.00
<b>2</b>	Planting, Maintenance Labor- Supplemental Personnel		1648	Hour	\$ 65.00	\$ 107,120.00
<b>3</b>	<b>3a</b>	Bale Mound Mobilization, Materials and Equipt.	1	Lump	\$ 12,397.00	\$ 12,397.00
	<b>3b</b>	Landscape Operating Engineer	15	Day	\$ 1,160.00	\$ 17,400.00
<b>4</b>	Direct Seeding Test		1	Lump	\$ 17,584.00	\$ 17,584.00
<b>5</b>	Irrigation System Maintenance and Repair (see rates below)		1	Allowance	\$ 20,000.00	\$ 20,000.00
	<b>Task 5 Rates</b>	Equipment rental, materials, subcontractors (Cost + 15% Markup)				
		Nature's Image Irrigation Technician (\$1,500 per 8 hour day)				
		Landscaping Operating Engineer (\$1,160 per 8 hour day)				
<b>6</b>	<b>6a</b>	Tribal Cultural Resource Monitoring	65	Day	\$ 745.00	\$ 48,425.00
	<b>6b</b>	Qualified Archaeologist (see rates below)				
	<b>6b Rates</b>	Project Manager	14	Hour	\$ 228.00	\$ 3,192.00
		Senior Archaeologist	96	Hour	\$ 173.00	\$ 16,608.00
		Administrative Support	14	Hour	\$ 98.00	\$ 1,372.00
		Mileage	1,120	Miles	\$ 0.54	\$ 604.80
<b>7</b>	<b>7a</b>	Removal of Irrigation System	1	Lump	\$ 58,408.00	\$ 58,408.00
	<b>7b</b>	Disposal of Irrigation System	1	Lump	\$ 11,193.00	\$ 11,193.00
	<b>7c</b>	Restoration of Staging Areas	1	Lump	\$ 20,068.00	\$ 20,068.00
<b>TOTAL</b>						<b>\$ 1,146,002.80</b>

**ATTACHMENT C**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND NATURE'S IMAGE  
FOR THE PROVISION OF PROJECT OPERATION AND MANAGEMENT  
SERVICES FOR THE KEELER DUNES DUST CONTROL PROJECT**

**TERM:**

**FROM: November 9, 2017 TO: June 30, 2019**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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 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 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 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 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 provide 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 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 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.

***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.



## 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:** November 9, 2017

**To:** District Governing Board

**From:** Kimberly Mitchell, Research and Systems Analyst

**Subject:** Summary of 2017 Wildfire Smoke Impacts

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#### **Summary:**

This Board Report provides a summary of the 2017 smoke impacts from wildfires. Between June 1, 2017 and October 15, 2017, the District tracked the progress of 34 fires that either caused smoke impacts or had the potential to cause smoke impacts in the communities of Alpine, Mono, and Inyo counties. The District responded to smoke issues in the following ways:

- Maintained a webpage dedicated to smoke impacts
- Issued health advisories based on the Air Pollution Episode Plan, District Rule 701
- Deployed emergency monitors as a part of the Emergency Air Quality Monitoring Program
- Worked alongside Air Resource Advisors from the Wildland Fire Air Quality Response Program
- Maintained particulate matter (PM) data to utilize for planning efforts and documentation

#### **Smoke Webpage**

This year the District created a new wildfire smoke base webpage, [www.gbuapcd.org/Wildfire](http://www.gbuapcd.org/Wildfire), which contained links to active fire incidents and monitoring information. While individual incident pages were added and removed through the season, the base wildfire page remained a static address for the public and other agencies to visit for current information. Each individual incident page was updated daily and during heavy smoke updates were made multiple times a day. The goal for each incident was to summarize pertinent air quality information from multiple sources in one location. Information included a summary of the fire's status, applicable monitoring stations and their data, Air Quality Summary Reports, webcams to view air quality in impacted areas, health advisories, and smoke modeling information.

### **Health Advisories**

Based on the criteria in the District's Air Pollution Episode Plan, District Rule 701, eleven health advisories and two stage upgrades were issued based on smoke impacts (see Table 1.)

Table 1. Health advisories issued due to smoke

<b>Date</b>	<b>Area</b>	<b>Stage</b>	<b>Fire</b>
Wednesday, July 19, 2017	Mono and Alpine Counties	1	Detwiler Fire
Tuesday, August 8, 2017	Mammoth Lakes	1	Multiple Fires
Wednesday, August 9, 2017	Mammoth Lakes	2	Butte Fire and Empire Fire
Thursday, August 10, 2017	Mammoth Lakes	1	Butte Fire
Saturday, August 12, 2017	Olancho and Keeler	1	Indian Fire
Saturday, August 12, 2017	Olancho, Keeler and Lone Pine	2 (upgrade)	Indian Fire
Monday, August 14, 2017	Olancho	1	Indian Fire
Monday, August 14, 2017	Lee Vining	1	South Fork Fire
Monday, August 14, 2017	Lee Vining	2 (upgrade)	South Fork Fire
Tuesday, August 29, 2017	Lone Pine	1	Pier Fire (Some Dust)
Thursday, August 31, 2017	Northern Mono County	Air Advisory	Slinkard Fire and Summit Complex
Saturday, September 2, 2017	Mammoth Lakes	1	Multiple Fires
Tuesday, October 3, 2017	Southern Inyo County	1	Lion Fire

### **Emergency Air Quality Monitoring Program**

In addition to the District's permanent monitoring stations, the District deployed two portable particulate matter (PM) monitors, EBAMs, in four locations (see Table 2). A supplementary EBAM was deployed by the California Air Resource Board (CARB) at the request of the District. Additionally the U.S. Forest Service and National Park Service deployed multiple emergency monitors to track PM2.5.

Table 2. Emergency Air Quality Monitoring deployments

<b>Start Date</b>	<b>End Date</b>	<b>Agency</b>	<b>Location</b>	<b>Event</b>
6/30/2017	7/19/2017	GBUAPCD	Coso Junction (Testing)	Schaffer Fire
7/20/2017	8/1/2017	GBUAPCD	Antelope Valley (Between Coleville and Walker)	Detwiler
7/20/2017	Current	GBUAPCD	Woodfords	Multiple Fires
8/1/2017	Current	GBUAPCD	Lee Vining	Multiple Fires
8/16/2017	10/1/2017	CARB	Bridgeport	Multiple Fires



### **Wildland Fire Air Quality Response Program**

The Wildland Fire Air Quality Response Program was developed by the U.S. Forest service to assess, communicate, and address risks posed by wildland fire smoke. On larger fire incidents an Air Resource Advisor is assigned to a fire or group of fires to produce daily Air Quality Summary Reports. These reports are deployed via social media, through InciWeb, through local air districts, and if appropriate are posted on bulletins in local communities.

The District was in communication with Air Resource Advisors for incidents that impacted Alpine, Mono, and/or Inyo County communities. The Air Resource Advisors were very receptive to the District's requests, which included adding communities, deploying monitors in specific communities, and differentiating between dust and smoke events on reports. Air Quality Summary Reports covering one or more of the District's communities were issued for nine separate incidents and covered 70 days this season. These reports were added to the District's website, [www.gbuapcd.org/Wildfire](http://www.gbuapcd.org/Wildfire), each morning. For more information on the Wildland Fire Air Quality Response Program visit [www.wildlandfiresmoke.net](http://www.wildlandfiresmoke.net).

### **Particulate Matter (PM) Data**

The District reviews and maintains a record of PM2.5 and PM10 data from both permanent and emergency monitors. Between June 1, 2017 and October 15, 2017 there were six days where the worst air quality in the three counties was 'unhealthy' for sensitive groups (USG) with one of these days due to dust rather than smoke. There were four days where the worst air quality was 'unhealthy' with one of these days due to dust rather than smoke. There were no 'very unhealthy' or 'hazardous' days recorded at monitors in the three counties this wildfire season. A summary of conditions for the smoke season can be seen in Table 3 and a more detailed report of the 2017 Fire Season 24 Hour PM10 and PM2.5 Community Concentrations can be found as Attachment 2.

Table 3.

Site	Number of Days in Air Quality Index Categories (If a site has a PM2.5 & PM10 monitors worse AQI was counted for the day)					
	Good	Moderate	USG	Unhealthy	Very Unhealthy	Hazardous
Woodfords	66	11	0	0	0	0
Antelope Valley	10	1	0	0	0	0
Bridgeport	34	14	0	0	0	0
Lee Vining	59	15	0	1	0	0
Mammoth	108	25	2	2	0	0
Bishop	125	11	1	0	0	0
Manzanar	101	12	1	0	0	0
Lone Pine	113	24	0	0	0	0
Keeler	107	25	0	1	0	0
Olancho	113	20	3	1	0	0

**Board Action:** None. Information only.

Attachment(s):

1. Slideshow presentation, “Summary of 2017 Wildfire Smoke Impacts”
2. 2017 Fire Season 24 Hour PM10 and PM2.5 Community Concentrations
3. Useful Websites for Smoke and Dust Events



# Summary of 2017 Wildfire Smoke Impacts

Kimberly Mitchell  
Great Basin Unified Air Pollution Control District  
Research & Systems Analyst

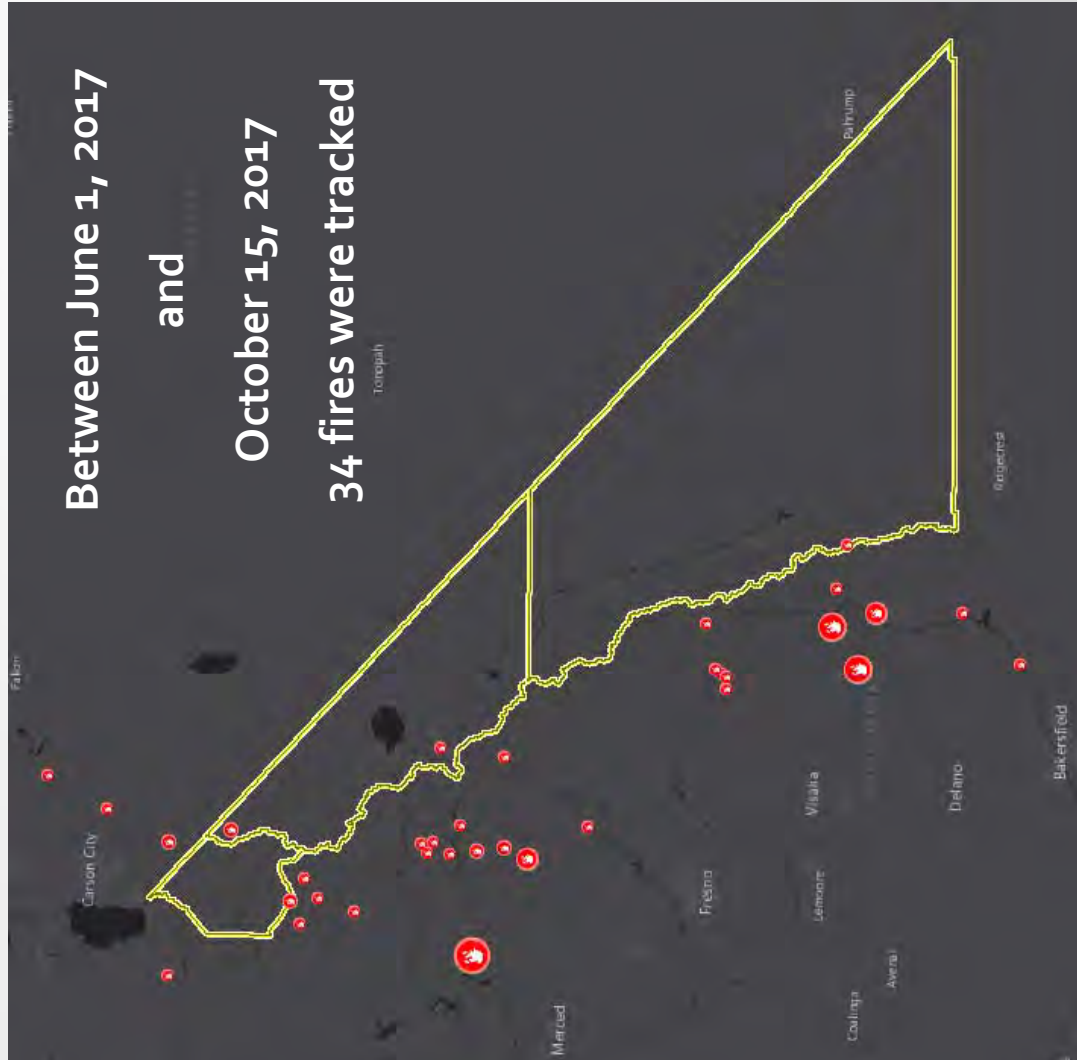
# Smoke Events

Between June 1, 2017

and

October 15, 2017

34 fires were tracked



# Smoke Webpage

www.gbuapcd.org/Wildfire

Great Basin United Air Pollution Control District

Home Air Quality Permitting & Programs Dead Cans Open Lakes

Fire Impacts to Air Quality

Current Incidents

Empire Fire - More Information

Lion Fire - More Information

Health Advisory Information

72 hour smoke predictions for California can be found at the US Forest Service's BlueSky Daily Run

- Health Advisory Status
- More Information About Health Advisories
- Smoke - a Threat to our Health (color coded chart for levels of health concern)

Lion Fire

Click here for current health alerts

This page contains information related to air quality impacts of the Lion Fire burning on the Sequoia National Forest. Smoke is expected to be visible from the fire area. The fire started September 24th, 2017 and as of October 24th at 19:25 is 55% contained.

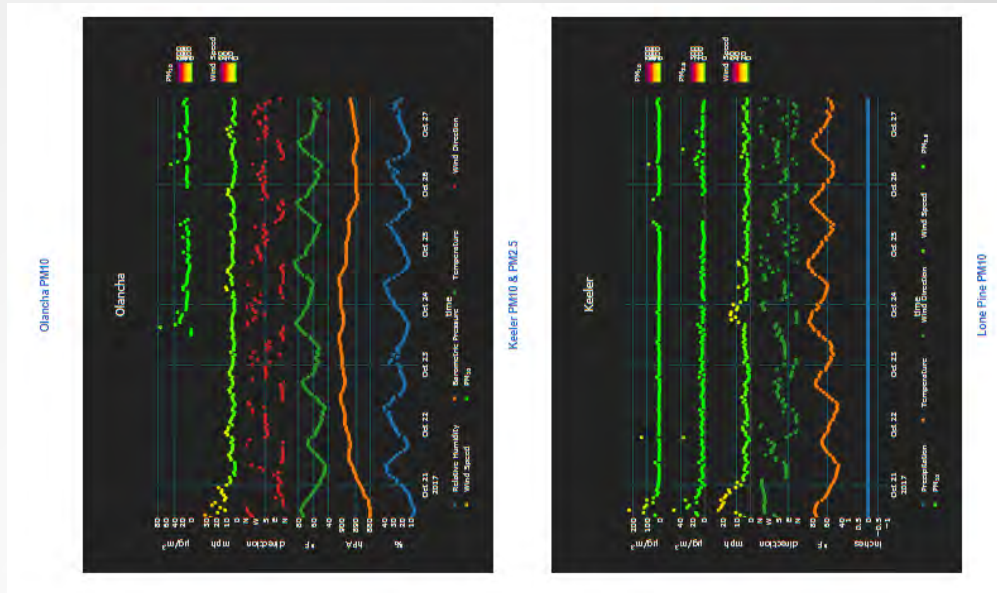
Air Quality Summary Reports - Issued by Air Resource Advisor for the Lion Fire

- Air Quality Summary Report - October 22, 2017
- Air Quality Summary Report - October 21, 2017
- Air Quality Summary Report - October 20, 2017
- Air Quality Summary Report - October 19, 2017
- Air Quality Summary Report - October 18, 2017
- Air Quality Summary Report - October 17, 2017
- Air Quality Summary Report - October 16, 2017
- Air Quality Summary Report - October 15, 2017
- Air Quality Summary Report - October 14, 2017
- Air Quality Summary Report - October 13, 2017
- Air Quality Summary Report - October 12, 2017
- Air Quality Summary Report - October 11, 2017
- Air Quality Summary Report - October 10, 2017
- Air Quality Summary Report - October 9, 2017
- Air Quality Summary Report - October 8, 2017
- Air Quality Summary Report - October 7, 2017
- Air Quality Summary Report - October 6, 2017
- Air Quality Summary Report - October 5, 2017
- Air Quality Summary Report - October 4, 2017
- Air Quality Summary Report - October 3, 2017

72 hour smoke predictions can be found at the US Forest Service's BlueSky Daily Run

Health Advisories

- Health Advisory Status
- More Information About Health Advisories
- Smoke - a Threat to our Health (color coded chart for levels of health concern)



# Health Advisories

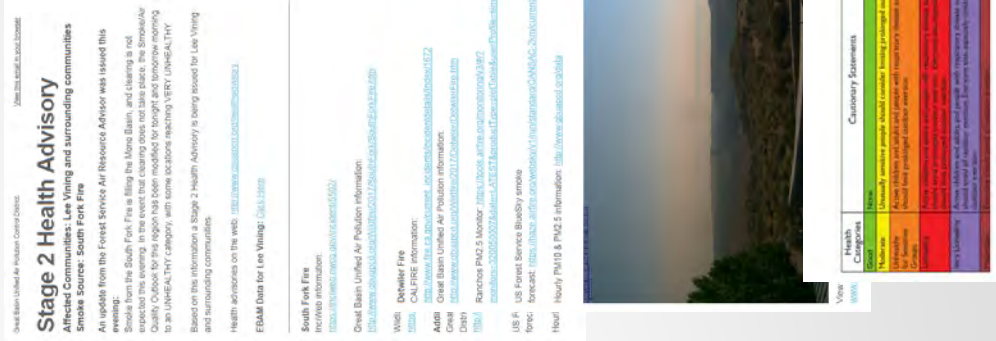
## Smoke Alert Subscribers

Email: 231

Date	Area	Stage	Fire
Wednesday, July 19, 2017	Mono and Alpine Counties	1	Detwiler Fire
Tuesday, August 8, 2017	Mammoth Lakes	1	Multiple Fires
Wednesday, August 9, 2017	Mammoth Lakes	2	Butte Fire and Empire Fire
Thursday, August 10, 2017	Mammoth Lakes	1	Butte Fire
Saturday, August 12, 2017	Olancho and Keeler	1	Indian Fire
Saturday, August 12, 2017	Olancho, Keeler and Lone Pine	2 (upgrade)	Indian Fire
Monday, August 14, 2017	Olancho	1	Indian Fire
Monday, August 14, 2017	Lee Vining	1	South Fork Fire
Monday, August 14, 2017	Lee Vining	2 (upgrade)	South Fork Fire
Tuesday, August 29, 2017	Lone Pine	1	Pier Fire (Some Dust)
Thursday, August 31, 2017	Northern Mono County	AA	Slinkard Fire and Summit Complex
Saturday, September 2, 2017	Mammoth Lakes	1	Multiple Fires
Tuesday, October 3, 2017	Southern Inyo County	1	Lion Fire

Sign up at:

<http://www.gbuapcd.org/healthadvisory/HealthAdvisorySignUp.php>





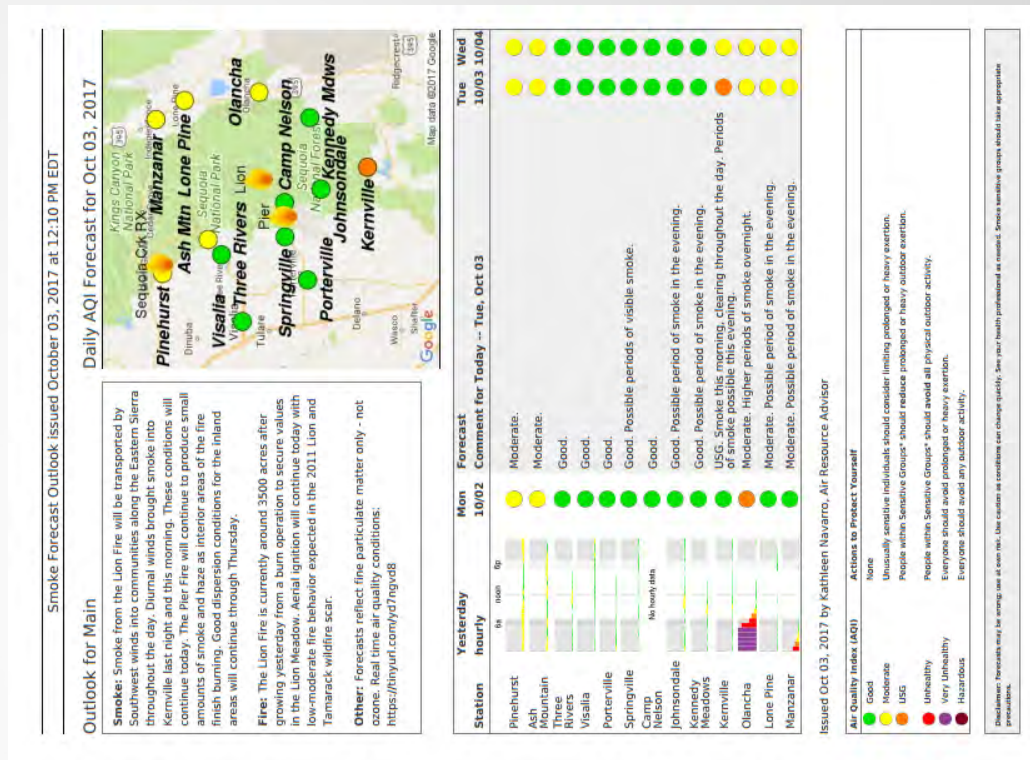
# Emergency Air Quality Monitoring Program

Start Date	End Date	Agency	Location	Event
6/30/2017	7/19/2017	GBUAPCD	Coso Junction (Testing)	Schaffer Fire
7/20/2017	8/1/2017	GBUAPCD	Antelope Valley (Between Coleville and Walker)	Detwiler Fire
7/20/2017	Current	GBUAPCD	Woodfords	Multiple Fires
8/1/2017	Current	GBUAPCD	Lee Vining	Multiple Fires
8/16/2017	10/1/2017	CARB (GBUAPCD requested)	Bridgeport	Multiple Fires



# Wildland Fire Air Quality Response Program

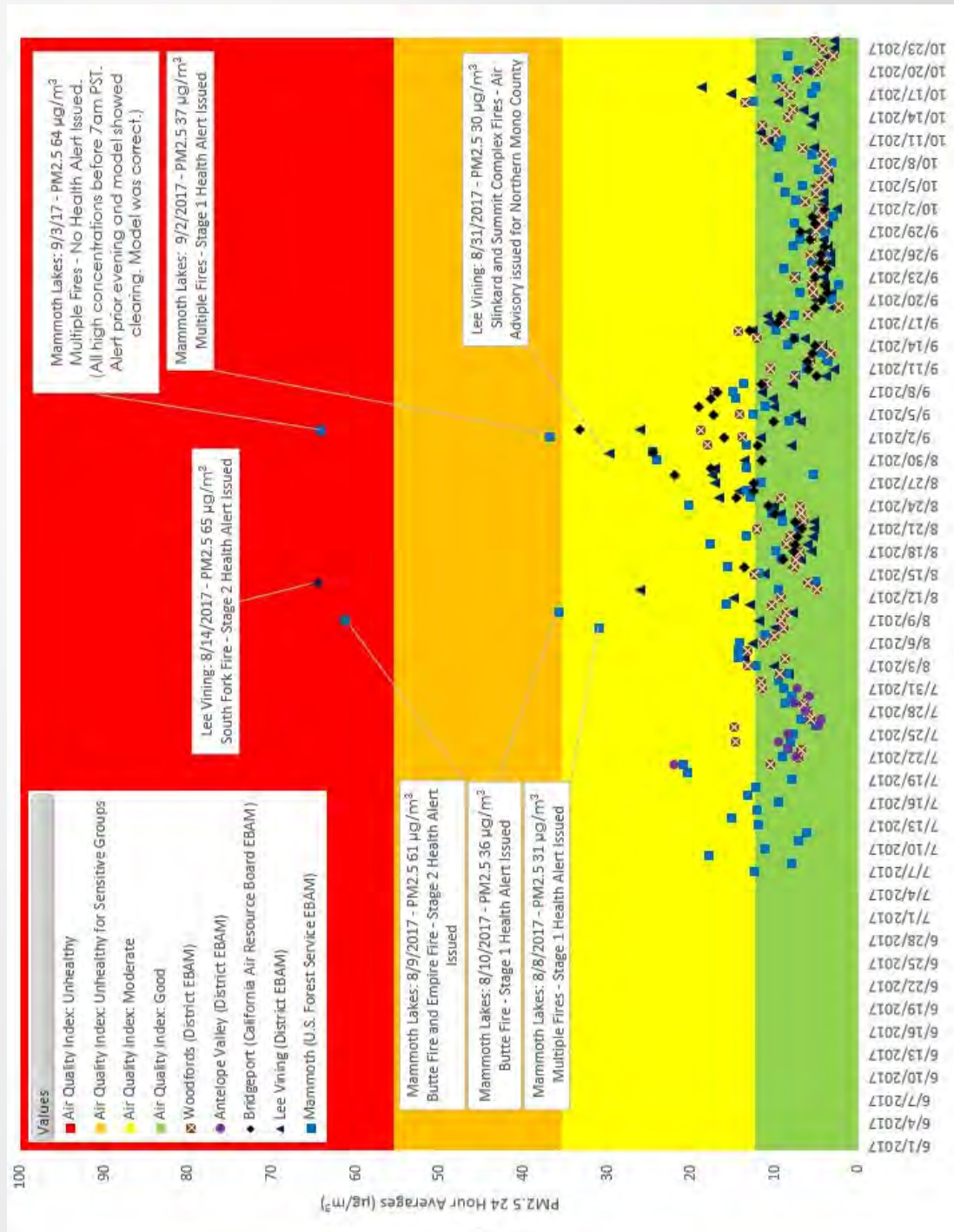
Air Quality Summary Reports can be  
found on GBUACPD's website or at  
[www.wildlandfiresmoke.net](http://www.wildlandfiresmoke.net)





# Particulate Matter Data

## PM2.5 Data Alpine and Mono Counties



## PM2.5 Data Inyo County



Smoke Events (Fires >100 Acres)															Date	PM2.5 - Woodfords	PM2.5 - Antelope Valley	PM2.5 - Bridgeport	PM2.5 - Lee Vining	PM10 - Mammoth	PM2.5 - Mammoth	PM10 - Bishop	PM2.5 - Bishop	PM2.5 - Manzanar	PM10 - Lone Pine	PM2.5 - Lone Pine	PM10 - Keeler	PM2.5 - Keeler	PM10 - Olancha	PM2.5 - Olancha/Grant
															6/1/2017					11		15	5		10	5	12	4	19	
															6/2/2017					15		18	7		12	6	14	6	20	
															6/3/2017					21		26	8		17	8	20	8	23	
															6/4/2017					14		22	11		18	13	23	10	28	
															6/5/2017					9		19	7		13	13	17	7	19	
															6/6/2017					15		22	6		15	9	18	7	23	
															6/7/2017					19		32	9		21	10	22	8	30	
															6/8/2017					22		27	5		18	9	21	7	33	
															6/9/2017					14		15	3		16	7			28	
															6/10/2017					10		16	3		14	7			16	
															6/11/2017					10		25	4		40	13			62	
															6/12/2017					3		11	2		6	7	13		21	
															6/13/2017					5		13	4		13	4	12	4	13	
															6/14/2017					12		17	5		13	5			18	
															6/15/2017					12		21	10		16	7	19		23	
															6/16/2017					13		20	7		13	8	23	7	19	
															6/17/2017					16		22	7		14	9	13	6	23	
															6/18/2017					11		22	5		15	7	16	4	21	
															6/19/2017					13		21	8		27	8	20	8	22	
															6/20/2017					23		29	11		22	10	23	10	27	
															6/21/2017					22		40	12		24	11	24	11	29	
															6/22/2017					21		32	8		22	8	22	8	25	
															6/23/2017					19		22	16		21	9	20	7	24	
															6/24/2017					18		29	14	6	14	9	25	9	25	
															6/25/2017					21		22	9	9	16	9	17	8	22	
															6/26/2017					28		24	6	5	19	9	20	8	26	
															6/27/2017					1		16	3	2	11		16	5	20	
															6/28/2017					9		15	3	6	11	4	16	5	20	
															6/29/2017					12		18	9	4	16	8	20	9	35	
															6/30/2017					13		20	8	9	21	8	23	12	25	8
Schaefer															7/1/2017					16		34	10	41	57	35	57		58	30
															7/2/2017					21		34	15	16	48	26	29	22	34	15
															7/3/2017					34		30	11	14	30	12	23	11	30	11
															7/4/2017					15		26	9	7	20	12	18	9	26	11
															7/5/2017					9		29	9	27	20	11	36	18	32	16
															7/6/2017					19		27	12	12	23	12	25	16	36	16
															7/7/2017					16	13	24	10	8	21	10	24	12	24	10
															7/8/2017					18	8	26	14	9	25	11	21	11	26	11
															7/9/2017					28	18	41	21	15	32	16	36	17	45	18
															7/10/2017					19	11	49	18	11	26	13	28	16	35	14
															7/11/2017					12	7	18	7	10		14	28	17	35	12
															7/12/2017					13	6	22	7	9	22	10	32	14	31	11
															7/13/2017					20	12	25	9	8	22	9	28	13	31	11
															7/14/2017					22	15	23	9	9	18	8	22	11	33	10
															7/15/2017					20	12	29	14	9	27	12	22	13	27	9

Schaefer

Smoke Events (Fires >100 Acres)															Date	PM2.5 - Woodfords	PM2.5 - Antelope Valley	PM2.5 - Bridgeport	PM2.5 - Lee Vining	PM10 - Mammoth	PM2.5 - Mammoth	PM10 - Bishop	PM2.5 - Bishop	PM2.5 - Manzanar	PM10 - Lone Pine	PM2.5 - Lone Pine	PM10 - Keeler	PM2.5 - Keeler	PM10 - Olancho	PM2.5 - Olancho/Grant
															7/16/2017					13	10	19	4	6	13	8	18	9	22	8
															7/17/2017					20	13	17	4	5	7	7	18	7	20	7
															7/18/2017					16	12	24	10	8	15	8	20	9	29	8
															7/19/2017					14	8	27	9	7	22	11	27	13	28	8
															7/20/2017					36	21	23	6	6	16	9	23	8	32	7
															7/21/2017	11	22			29	21	26	12	7	18	9	23	10	31	7
															7/22/2017	7	8			19	9	22	6	5	16	7	18	6	22	8
															7/23/2017	7	9			19	9	25	6	6	16	8	18	7	21	6
															7/24/2017	15	10			22	8	25	9	7	23	9	27	10	28	8
															7/25/2017		9			13	8	24	5	7	19	9	21	8	25	7
															7/26/2017	15	5			10	5	19	5	6	17	9	21	8		6
															7/27/2017	6	5			9	7	20	10	3	14	7	15	7	22	6
															7/28/2017	6	6			11	6	16	-2	4	15	7	16	7	22	5
															7/29/2017	7	8			12	9	22	7	5	15	9	16	6	20	5
															7/30/2017	6	6			14	8	21	3	3	16	7	11	4	18	4
															7/31/2017	12	7			13	9	25	7	4	22	8	25	6	28	5
															8/1/2017	12				12	10	26	7	6	18	9	22	7	30	5
															8/2/2017	9			8	26	9	28	7	5	25	12	21	7	26	7
															8/3/2017	13			10	28	12	25	5	7	14	8	18	7	16	6
															8/4/2017	9			14	20	15	17	12	12	28	7	22	10	44	11
															8/5/2017	13			14	17	15	21	14	11	16	11	31	13	42	14
															8/6/2017	11			13	14	14	20	11	10	16	15	22	17	25	14
															8/7/2017	10			11	16	11	17	8	7	12	9	15	9	17	10
															8/8/2017	9			10	47	31	16	6	7	15	8	17	7	21	7
															8/9/2017	9			12	87	61	22	10	9	20	10	17	8	29	17
															8/10/2017	9			8	50	36	23	12	10	24	13	26	13	30	12
															8/11/2017	10			13	18	16	28	11	14	21	13	17	7	30	10
															8/12/2017	9			15	13	9	26	11	21	42	28	29	21	50	28
															8/13/2017	5			26	15	10	27	12	21	39	25	26	16	45	34
															8/14/2017	6			65	12	5	23	10	11	35	21	27	13	41	30
															8/15/2017	13			11	27	12	27	8	7	23	12	22	8	31	10
															8/16/2017	8		14	8	24	16	24	6	6	23	9	24	7	27	7
															8/17/2017	8		9	7	18	9	18	5	6	14	7	17	6	24	6
															8/18/2017	7		8	6	19	10	20	6	3	13	7	13	4	18	5
															8/19/2017	9		8	6	20	18	22	8	6	14	7	18	6	43	6
															8/20/2017	8		7	6	24	14	25	7	7	20	10	21	9	27	7
															8/21/2017	12		7	5	14	7	19	5	4	19	9	18	6	21	6
															8/22/2017	7		8	5	15	9	16	3	6	11	6	11	4	16	3
															8/23/2017	7		10	9	24	10	16	4	3	14	7	14	5	19	5
															8/24/2017	7		11	10	34	20	23	9	5	19	9	23	7	22	5
															8/25/2017	9		15	17	25	13	20	5	3	14	9	12	4	14	3
															8/26/2017			13	14	27	13	22	5	3	13	8	10	5	5	3
															8/27/2017			13	17	22	12	23	6	4	14	7	10	4	8	3
															8/28/2017			22	18	13	6	26	7	5	13	9	14	6	10	4
															8/29/2017			18	17	30	14	24	9	12	27	15	22	10	34	10
															8/30/2017			12	14	30	24	26	13	15	24	15	52	21	30	18
															8/31/2017			25	30	47	25	26	12	8	27		76	19	32	18



Smoke Events (Fires >100 Acres)										Date	PM2.5 - Woodfords	PM2.5 - Antelope Valley	PM2.5 - Bridgeport	PM2.5 - Lee Vining	PM10 - Mammoth	PM2.5 - Mammoth	PM10 - Bishop	PM2.5 - Bishop	PM2.5 - Manzanar	PM10 - Lone Pine	PM2.5 - Lone Pine	PM10 - Keeler	PM2.5 - Keeler	PM10 - Olancho	PM2.5 - Olancho/Grant
										9/1/2017	18		12	8	18	14	16	9	8	16		12	9	13	10
										9/2/2017	14		16	12	58	37	21	7	6	11	7	13	8	15	7
										9/3/2017	19		33	26	73	64	39	12	10	17	8	22	9	25	8
										9/4/2017			10	7	30	8	21	5	5	17	7	14	7	15	5
										9/5/2017	14		17	8	19	13	20	6	5	13	6	12	6	12	5
										9/6/2017			19	10	14	11	22	5	7	10	7	16	7	22	7
										9/7/2017			18	10	21	15	18	6	5	16	10	15	6	22	6
										9/8/2017	17		17	12	23	15	24	11	9	19	12	18	7	26	9
										9/9/2017	11		12	8	16	14	21	8	5	14	8	16	7	17	6
										9/10/2017	8		5	4	7	8	12	4	3	9	5	8	4	9	2
										9/11/2017	11		6	3	9	6	17	3	5	9	4	12	5	13	5
										9/12/2017	6		6	4	5	4	11	4	5	11	3	9	5	9	5
										9/13/2017	3		6	4	5	5	11	3	1	7	7	7	3	6	1
										9/14/2017	4		5	4	6	9	11	4	4	11		15	6	16	3
										9/15/2017	12		8	7	2	8	17	6	7	12		14	7	13	5
										9/16/2017	14		13	13	12	10	21	13	11	18	15	18	11	22	10
										9/17/2017	9		10	11	10	9	22	9	14	20	17	19	9	28	14
										9/18/2017	6		9	11	15	8	23	9	10	32	25	28	15	36	17
										9/19/2017	2		5	3	7	2	13	4	5	14	15	21	9	22	7
										9/20/2017	5		4	5	4	3	12	4	3	12	14	15	5	18	4
										9/21/2017	5		4	3	-2	7	15	1	5	23	9	123	20	23	2
										9/22/2017	6		4	4	-2	3	8	1	1	7	8	10	2	11	2
										9/23/2017	8		5	4	1	8	8	1	3	6	7	11	4	10	4
										9/24/2017	5		4	5	3	9	9	2	2	7	7	7	3	9	3
										9/25/2017	4		5	4	8	6	10	3	2	6	7	11	4	14	2
										9/26/2017	6		5	4	12	4	10	3	2	6	7	9	3	15	2
										9/27/2017	4		4	4	11	8	11	3	2	7	6	7	3	8	2
										9/28/2017	6		6	4	16	7	14	3	3	9	8	8	3	11	6
										9/29/2017	5		7	6	13	4	19	7	6	16	10	15	7	23	7
										9/30/2017	4		5	4	8	8	20	7	4	16	10	21	9	20	5
										10/1/2017	4		6	5	6	3	61	7	18	24	9	69	16	68	20
										10/2/2017	5		4	3	13	5	9	2	3	12	5	29	7	67	41
										10/3/2017	6			4	15	8	22	3	12	49	15	46	10	68	22
										10/4/2017	5			4	12	9	17	5	7	14	7	23	8	21	8
										10/5/2017	5			5	18	7	15	4	6	16	9	22	10	22	9
										10/6/2017	4			4	22	10	18	5	2	9	7	12	4	16	3
										10/7/2017	4			4	14	5	18	6	10	14	7	12	5	15	6
										10/8/2017	4			4	8	3	159	15	30	54	14	270	49	283	95
										10/9/2017	4			4	13	6	15	2	2	15	5	28	8	102	55
										10/10/2017	7			5	26	10	13	2	4	11	8	12	3	13	2
										10/11/2017	11			11	28	9	23	9	13	18	10	30	18	55	43
										10/12/2017	10			12	23		28	12	10	37	16	35	21	34	25
										10/13/2017	12			6	16		23	9	9	19	11	25	16	27	11
										10/14/2017	8			5	18		22	5	4	19	9	20	10	21	8
										10/15/2017	8			7	25		15	3	4	10	6	11	3	11	3

**Air Quality Index (AQI)**

	<b>24 Hour Average PM2.5 Concentration</b>	<b>24 Hour Average PM10 Concentration</b>	<b>Health Advisory Statement</b>
Good	0 to 12.4	0 to 54.0	None
Moderate	12.5 to 35.4	54.1 to 154.0	Unusually sensitive people should consider reducing prolonged or heavy exertion.
Unhealthy for Sensitive Groups (USG)	35.5 to 55.4	154.1 to 254.0	People with heart or lung disease, older adults and children should reduce prolonged or heavy exertion. The general public is not likely to be affected.
Unhealthy	55.5 to 150.4	254.1 to 354.0	Everyone may begin to experience health effects; people with heart or lung disease, older adults, and children should avoid prolonged or heavy exertion.
Very Unhealthy	150.5 to 250.4	354.1 to 424.0	People with heart or lung disease, older adults, and children should avoid all physical activity outdoors. Everyone else should avoid prolonged or heavy exertion.
Hazardous	> 250.5	>424.1	Everyone should avoid any outdoor exertion; people with respiratory or heart disease, the elderly and children should remain indoors.



## USEFUL WEBSITES FOR SMOKE AND DUST EVENTS

### Great Basin Unified Air Pollution Control District Websites

- Health Advisory Status: [www.gbuapcd.org/healthadvisory](http://www.gbuapcd.org/healthadvisory)
- Current Air Quality Conditions: [www.gbuapcd.org/data](http://www.gbuapcd.org/data)
- Webcams: [www.gbuapcd.org/dustcam/DustcamReview/animations.php](http://www.gbuapcd.org/dustcam/DustcamReview/animations.php)
- Air Quality Visibility Chart: [www.gbuapcd.org/healthadvisory/AQI\\_Visibility.pdf](http://www.gbuapcd.org/healthadvisory/AQI_Visibility.pdf)
- Particulate Matter Air Pollution – A Threat to Our Health: [www.gbuapcd.org/pm10.htm](http://www.gbuapcd.org/pm10.htm)
- Open Outdoor Burning: [www.gbuapcd.org/burn](http://www.gbuapcd.org/burn)

### Other Websites

- 72 hour smoke predictions (US Forest Service's BlueSky Daily Run):  
<https://haze.airfire.org/websky/v1/run/standard/CANSAC-2km/current/>
- AirNow Current Fire Conditions: [airnow.gov/index.cfm?action=topics.smoke\\_wildfires](http://airnow.gov/index.cfm?action=topics.smoke_wildfires)
- California Smoke Information: [californiasmokeinfo.blogspot.com/](http://californiasmokeinfo.blogspot.com/)
- Current Federal Fire Information (InciWeb): [inciweb.nwcg.gov/](http://inciweb.nwcg.gov/)
- Sierra Nevada Webcams: [rockyags.cr.usgs.gov/dashboards/WebCam.htm](http://rockyags.cr.usgs.gov/dashboards/WebCam.htm)
- Smoke Monitoring (EBAM monitors): [tools.airfire.org/monitoring/v3](http://tools.airfire.org/monitoring/v3)
- Wildland Fire Air Quality Response Program: [www.wildlandfiresmoke.net](http://www.wildlandfiresmoke.net)



## 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:** November 9, 2017

**To:** Governing Board

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

**Subject:** Travel Report

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**Summary:**

Dan Johnson Casey Freeman Christine Holt	9/27 – 9/28	SCAQMD/CAPCOA* Sensor Conference	Diamond Bar, CA
Jon Becknell Jan Sudomier	10/3	VEE* Recertification	Salinas, CA
Patty Gilpin	10/22 – 10/26	CalPERS Educational Forum	Rancho Mirage, CA
Susan Cash	11/1 – 11/3	Fall CAPCOA HR Officers & Fiscal Officers Meeting	Davis, CA
Phill Kiddoo Ann Logan Nik Barbieri	11/1 – 11/3	Owens Lake Cultural Resource Task Force plus	Los Angeles, CA
Ann Logan Jon Becknell Jan Sudomier	11/6 – 11/9	Permitting & Enforcement Symposium	Folsom, CA

**Board Action:**

None. Information only.

*\*SCAQMD: South Coast Air Quality Management District.*

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

*VEE: Visible Emissions Evaluation*





## 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:** November 9, 2017

**To:** District Governing Board

**From:** Daniel Johnson, Air Monitoring Technical Specialist

**Subject:** Making Sense of Sensors Conference

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#### Summary:

Daniel Johnson (Air Monitoring Technical Specialist), Casey Freeman (Field Services Technician I), and Christine Holt (Air Monitoring Technician I) attended the "Making Sense of Sensors" conference at South Coast Air Quality Management District (AQMD) September 27-28, 2017. The conference was attended by more than 350 participants from 22 states and 9 countries. Keynote speakers from Microsoft and Weather Underground offered insight on the state of the art in lower cost air quality sensor development and application. District staff heard from forty presenters from government, academia, environmental and research organizations, community groups, and the sensor industry. Links to presentations and videos are included in the attached file.

District staff also had the opportunity to visit the South Coast AQMD's Air Quality Sensor Performance and Evaluation Center (AQ-SPEC). This program has been established to characterize the actual performance of air monitoring sensors as well as to educate the public about the advantages of such devices and their potential limitations. Field and laboratory testing are conducted, and test data are made available to all interested parties at <http://www.aqmd.gov/aq-spec/>

Since the last California Air Pollution Control Officers Association (CAPCOA) sensor conference in 2014, much progress has been made in the development and application of these new technologies. Attendees at the conference noted the excitement, interest, and energy present. Local districts are already being presented with opportunities and challenges regarding this new paradigm. Although current regulatory monitoring methods aren't likely to disappear any time soon, the new generation of air quality sensors will continue to improve in performance decrease in cost, and will certainly affect the way regulatory agencies approach air quality monitoring in the future.

**Board Action:** None. Information only.

#### Attachment:

Attachment 1 - Making Sense of Sensors

From: "South Coast AQMD (AQ-SPEC)" <South Coast AQMD (AQ-SPEC)>  
Subject: **"Making Sense of Sensors" Wrap Up and Survey**  
Date: October 26, 2017 12:06:05 PM PDT  
To: "Daniel Johnson" <danj@gbuapcd.org>  
Reply-To: events@aqmd.gov



## Wrap Up & Survey!

The "Making Sense of Sensors" Conference held on September 27-28, 2017, at SCAQMD's headquarters in Diamond Bar was a resounding success.

"Making Sense of Sensors" was an international event with 9 countries and 22 U.S. states represented amongst the more than 350 participants. Additionally, webcast participation over the two days included 714 live views from 15 countries. The Conference brought together experts from government, academia, environmental and research organizations, community groups, and the sensor industry. Keynote speakers from Weather Underground and Microsoft were amongst the more than 40 speakers, which also included experts from the University of California Los Angeles, U.S. Environmental Protection Agency, Massachusetts Institute of Technology, California Air Resources Board, Harvard University and NASA's Jet Propulsion Laboratory. Technical sessions covered the history of air quality sensors, recent advances in sensor technology, data interpretation and mapping, the integration of satellite and low-cost sensor data, and the use and application of this emerging technology by environmental justice communities.



The Conference also included 22 exhibitors displaying sensor technology, data management tools, data visualization software, and networking solutions. The poster session showcased 27 posters on sensor network deployments and sensor evaluations. On Wednesday evening, over 125 attendees networked at the reception held at the Diamond Bar Golf Course. Over the two days, special tours of the SCAQMD's exclusive AQ-SPEC chamber testing system were attended by more than 220 of the participants. And last but not least five generous sensor manufacturers donated nine sensors that were raffled to those in attendance.



The Conference presentations can be viewed [here](#). Additionally, videos of each day's sessions can be watched on YouTube - [Day 1](#) and [Day 2](#). For more information, please visit the [AQ-SPEC](#) Web pages.

Please take a moment to complete a short survey to assist us. Your feedback is much appreciated. Just click on the icon below.



The success of "Making Sense of Sensors" could not have been achieved without the participation of our sponsors and all the participants who attended the event. The field of low-cost air quality sensors is quickly evolving and expanding, and we thank you for making "Making Sense of Sensors" a truly educational and valuable event for all.

See you next time!



# AQ-SPEC

Air Quality Sensor Performance Evaluation Center

Co-Hosted by



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## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** November 9, 2017

**To:** District Governing Board

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

**Subject:** Permit Enforcement Activity Report

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The permit database is maintained by the Permit Coordinator. Information collected from the Air Quality Specialists, Air Pollution Control Officer, and Deputy Air Pollution Control Officer is entered upon receipt. The data and reports are discussed regularly in permit enforcement meetings. Data collected as of September 30, 2017, is as follows:

1<sup>st</sup> Qtr. Permit Activity: July 1, 2016 – September 30, 2016

Permit Applications Received	4
Authority to Construct Issued	1
Temporary/Permits to Operate Issued	15
Permit Inspections	17
Notices of Violation Issued	1

1<sup>st</sup> Qtr. Permit Activity: July 1, 2017 – September 30, 2017

Permit Applications Received	5
Authority to Construct Issued	5
Temporary/Permits to Operate Issued	7
Permit Inspections	18
Notices of Violation Issued	4

#### Open Notices of Violation

Inyo County	Mono County	Alpine County
9	0	0

#### **Board Action:**

None. Information only.



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

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

### BOARD REPORT

**Mtg. Date:** November 9, 2017

**To:** District Governing Board

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

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

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

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

Contract Amendments with Barnard. The APCO executed Contract Amendments #5, #6 and #7 with the Barnard Construction Company. Amendments #5 and #6 were no cost amendments that adjusted the schedule of fees to provide for work completed through November 9, 2017. Amendment #7 changed the end date of the contract from December 31, 2017 to November 9, 2017. There was no change in the cost of the contract.

Contract Amendment with DRI. The APCO executed Contract Amendment #1 with DRI on September 20, 2017. This was a no-cost amendment that added an hourly rate for an intern to the existing Schedule of Fees. There was no change in the cost of Task 1 or the overall contract.

**Board Action:** None. Information only.



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** November 10, 2017

**To:** District Governing Board

**From:** Patricia Gilpin, Fiscal Services Technician

**Subject:** FY 2017-18 1st Quarter Financial Reports

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#### **Summary:**

Financial summaries for the 1<sup>st</sup> quarter of the 2017-18 fiscal year are attached. The District operates two main budgets, the “District” and the “SB 270”. The District Budget’s income and expenses are traditional air pollution control activities within the tri-county boundaries, with the exception of any air pollution control income and expenses related to the City of Los Angeles’ water-diversion activities.

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

The District also has three sub-budgets: The Owens Lake Trust Fund, the Clean Air Projects Program, and the Keeler Dunes Dust Control Project. Reports on these budgets are also included in this summary. Funds for these three sub-budgets are also held in the Inyo County Treasury.

**Board Action:** None. Information only.

#### Attachments:

1. FY 2017-18 1<sup>st</sup> Quarter Financial Reports (July 1 – September 30)

Great Basin Unified Air Pollution Control District  
District Budget FY 2017-2018  
For the 1st Quarter (Ending September 30, 2017)

EXPENSES	1st Quarter	Budget	% of Budget
<b>I Employee Costs</b>			
A Employee Wages	70,298.11	322,500.00	21.80%
B Retirement	20,821.16	57,700.00	36.09%
C Insurance Benefits	23,741.00	57,500.00	41.29%
D Taxes	14,127.24	55,600.00	25.41%
E Retiree Medical Insurance Unfunded Liability	-	-	0.00%
F Worker's Compensation Insurance	2,842.34	3,100.00	91.69%
G Retirement: GASB68 Trust-Prefunding of Unfunded Liability	-	-	0.00%
<b>Employee Costs</b>	<b>131,829.85</b>	<b>496,400.00</b>	<b>26.56%</b>
<b>II Operating &amp; Compliance Costs</b>			
A Advertising - Legal Notices & Ads	159.36	4,000.00	3.98%
B Dues, Subscriptions Education, Use Tax, Fees, AB2588	949.18	10,000.00	9.49%
C Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.)	5,787.88	18,000.00	32.15%
D Fuel and Gasoline	685.11	4,300.00	15.93%
E Health & Safety	-	1,000.00	0.00%
F Insurance - Liability, Fire & Casualty	8,752.15	10,000.00	87.52%
G Leases & Rents: Equipment, Office, Site, Storage	6,114.30	25,700.00	23.79%
H Maintenance & Repairs of Equipment - Labor	755.29	12,000.00	6.29%
I Maintenance & Repairs of Equipment - Materials	1,612.31	12,000.00	13.44%
J Postage and Shipping	56.41	1,000.00	5.64%
K Professional & Special Services	1,190.06	45,000.00	2.64%
L Supplies & Tools (In-Field, Office, General Use)	606.95	3,000.00	20.23%
M Transportation & Travel	749.96	5,500.00	13.64%
N Utilities	1,506.63	8,500.00	17.73%
O Public Assistance/Grant Programs	-	6,000.00	0.00%
<b>Operating &amp; Compliance Costs</b>	<b>28,925.59</b>	<b>166,000.00</b>	<b>17.43%</b>
<b>III Materials &amp; Equipment</b>			
A Equipment: Computer, Furniture, General, Office, Scientific, Software (>\$5,000 ea.)	-	31,400.00	0.00%
B Capital Expenditure Fund: Vehicles & Equipment	-	5,000.00	0.00%
<b>Materials and Equipment Costs</b>	<b>-</b>	<b>36,400.00</b>	<b>0.00%</b>
<b>TOTAL EXPENSES (Parts I, II, III)</b>	<b>160,755.44</b>	<b>698,800.00</b>	<b>23.00%</b>
<b>IV Grant Expenses</b>			
A EPA PM 2.5 Grant Funds	-	23,245.00	0.00%
B EPA 105 Grant Funds	11,065.73	71,889.00	15.39%
C EPA NCORE Funds	-	-	0.00%
<b>Grants</b>	<b>11,065.73</b>	<b>95,134.00</b>	<b>11.63%</b>
<b>Total Expenses</b>	<b>\$ 171,821.17</b>	<b>\$ 793,934.00</b>	<b>21.64%</b>



Great Basin Unified Air Pollution Control District  
District Budget FY 2017-2018  
For the 1st Quarter (Ending September 30, 2017)

REVENUE		1st Quarter	Budget	% of Budget
I	Fees, Permits & Penalties			
A	AB 2588 - Toxic Hot Spots	-	1,500.00	0.00%
B	Conservation Mgmt. Plan/Prescribed Burn Plan	(242.00)	5,000.00	-4.84%
C	Geothermal	3,752.00	309,000.00	1.21%
D	Hearing Board	-	-	0.00%
E	Initial Permit Fees (FF, ATC, Mods)	4,926.80	30,000.00	16.42%
D	Penalties & Late Fees	226.50	20,000.00	1.13%
G	Sources (Asbestos, Diesel, Fuel, Electric, PERP)	14,506.00	114,400.00	12.68%
H	Service Station Vapor Recovery	1,401.00	15,000.00	9.34%
	<b>Fees, Permits &amp; Penalties</b>	<b>24,570.30</b>	<b>494,900.00</b>	<b>4.96%</b>
II	Other Revenue			
A	Air Monitoring Audits	-	-	-
B	Interest	-	2,000.00	0.00%
C	Per Capita Fee	-	-	-
D	Sales, Services, Fees, Rebates & Refunds	62.52	2,000.00	3.13%
E	State Subvention (3 counties)	-	138,500.00	0.00%
F	Town of Mammoth Lakes (Air Monitoring)	-	25,000.00	0.00%
G	From Capital Asset Reserves: E&M	-	36,400.00	0.00%
H	From Reserves: Unfunded Pension Liabilities	-	-	0.00%
	<b>Other Revenue</b>	<b>62.52</b>	<b>203,900.00</b>	<b>0.03%</b>
	<b>Total Permits, Fees &amp; Other Revenue</b>	<b>24,632.82</b>	<b>698,800.00</b>	<b>3.53%</b>
III	Grant Funds (Restricted)			
A	EPA PM2.5 Grant	-	23,245.00	0.00%
B	EPA 105 Grant	-	71,889.00	0.00%
C	EPA Ncore Grant	-	-	-
	<b>Total Grants</b>	<b>-</b>	<b>95,134.00</b>	<b>0.00%</b>
	<b>TOTAL REVENUE (w/ Grants)</b>	<b>\$ 24,632.82</b>	<b>\$ 793,934.00</b>	<b>3.10%</b>

**Reconcile to Inyo County Treasury as of 9/30/2017**

District General Fund Reserves	\$ 1,045,489.15
Capital Asset Accrual Reserves	\$ 97,365.64
Spendable/Available Cash	\$ (126,660.73)
CEQA Lead Agency Litigation Funds <sup>(1)</sup>	\$ 30,006.92
103 Grant Funds (PM2.5)	\$ 27,885.45
105 Grant Funds	\$ 69,872.91
	<b>\$ 1,143,959.34</b>

Balance, IC Auditor Report 9/30/2017 **\$ 1,143,959.34**

Checking account balance as of 9/30/2017=\$5,012.51

<sup>1</sup> ORMAT Litigation Funds

Great Basin Unified Air Pollution Control District  
SB 270 Budget FY 2017-2018  
For the 1st Quarter (Ending September 30, 2017)

EXPENSES		1st Quarter	Budget	Adjusted Budget	% of Budget
I	<b>Employee Costs</b>				
A	Employee Wages	320,024.56	1,692,800.00	1,692,800.00	18.91%
B	Retirement	220,315.23	424,500.00	424,500.00	51.90%
C	Insurance Benefits	139,633.94	449,700.00	449,700.00	31.05%
D	Taxes	68,423.27	285,500.00	285,500.00	23.97%
E	Worker's Compensation Insurance	16,106.60	16,500.00	16,500.00	97.62%
F	Retirement: CalPERS Unfunded Accrued Liability Payment	200,000.00	-	200,000.00	100.00%
	<b>Employee Costs</b>	<b>964,503.60</b>	<b>2,869,000.00</b>	<b>3,069,000.00</b>	<b>31.43%</b>
II	<b>Operating &amp; Compliance</b>				
A	Advertising - Legal Notices & Ads	1,187.72	6,000.00	6,000.00	19.80%
B	Dues, Subscriptions, Education, Use Tax & Fees	4,777.51	40,000.00	40,000.00	11.94%
C	Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.)	22,873.65	143,100.00	143,100.00	15.98%
D	Fuel and Gasoline	3,760.60	30,000.00	30,000.00	12.54%
E	Health & Safety	-	2,000.00	2,000.00	0.00%
F	Insurance - Liability, Fire & Casualty	49,645.53	45,000.00	45,000.00	110.32%
G	Leases & Rents: Equipment, Office, Site, Storage	30,012.98	113,800.00	113,800.00	26.37%
H	Maintenance & Repairs of Equipment - Labor	12,574.32	50,000.00	50,000.00	25.15%
I	Maintenance & Repairs of Equipment - Materials	1,487.84	151,000.00	151,000.00	0.99%
J	Postage and Shipping	142.56	3,000.00	3,000.00	4.75%
K	Professional & Special Services	61,379.11	1,188,300.00	1,249,540.00	4.91%
L	Supplies and Tools (In-field, Office, General Use)	4,487.08	35,000.00	35,000.00	12.82%
M	Transportation & Travel	4,487.39	28,000.00	28,000.00	16.03%
N	Utilities	13,426.85	70,300.00	70,300.00	19.10%
O	Project Demonstration: Control Measure Testing	17,318.96	-	52,033.00	33.28%
P	Public Outreach & Education	-	10,000.00	10,000.00	0.00%
	<b>Operating &amp; Compliance Costs</b>	<b>227,562.10</b>	<b>1,915,500.00</b>	<b>2,028,773.00</b>	<b>11.22%</b>
III	<b>Materials &amp; Equipment</b>				
A	Equipment: Computer, Furniture, General, Office, Scientific, Software (>\$5,000 ea.)		191,000.00	191,000.00	0.00%
B	Vehicles & ATVs	-	50,000.00	50,000.00	0.00%
	<b>Materials &amp; Equipment Costs</b>	<b>-</b>	<b>241,000.00</b>	<b>241,000.00</b>	<b>0.00%</b>
	<b>Expenses Total (Parts I, II, III)</b>	<b>\$ 1,192,065.70</b>	<b>\$ 5,025,500.00</b>	<b>\$ 5,338,773.00</b>	<b>22.33%</b>
IV	<b>Owens Lake Scientific Advisory Panel</b>				
A	2014 Stipulated Judgment (Paragraph 12.G)	\$ -	\$ -	\$ 750,000.00	0.00%
	<b>FY 2017-2018 SB 270 Fee</b>	<b>\$ 1,192,065.70</b>	<b>\$ 5,025,500.00</b>	<b>\$ 6,088,773.00</b>	<b>19.58%</b>

Great Basin Unified Air Pollution Control District  
SB 270 Budget FY 2017-2018  
For the 1st Quarter (Ending September 30, 2017)

REVENUE		1st Quarter	Budget	Adjusted Budget	% of Budget
I	Fees, Permits & Penalties	\$ 4,859,118.00	\$ 4,859,118.00	\$ 4,859,118.00	100.00%
	Reserve Policy Credit	\$ 166,382.00	\$ 166,382.00	\$ 166,382.00	100.00%
<b>Total SB 270 Fee Assessment</b>		<b>\$ 5,025,500.00</b>	<b>\$ 5,025,500.00</b>	<b>\$ 5,025,500.00</b>	<b>100.00%</b>
II	Other Revenue				
	FY16-17 Carry-overs	113,273.00	-	113,273.00	100.00%
	FY16-17 Carry-over: CalPERS Unfunded Accrued Liability	200,000.00	-	200,000.00	100.00%
	Carry-over: Owens Lake Scientific Advisory Panel	750,000.00	-	750,000.00	100.00%
	From Asset Reserve:	-	-	-	0.00%
	Interest	-	-	-	0.00%
	Sales, Services, Rebates, Refunds	354.25	-	-	0.00%
		1,063,627.25	-	1,063,273.00	100.03%
<b>TOTAL REVENUE</b>		<b>\$ 6,089,127.25</b>	<b>\$ 5,025,500.00</b>	<b>\$ 6,088,773.00</b>	<b>100.01%</b>

**Reconcile to Inyo County Treasury as of 9/30/2017**

SB 270 General Fund Reserves	\$ 1,575,999.38
Capital Asset Accrual Reserves	\$ 202,537.82
Spendable/Available Cash	\$ 4,921,225.64
	<u><b>\$ 6,699,762.84</b></u>

**Balance, IC Auditor Report 9/30/2017** **\$ 6,699,762.84**

Checking account balance as of 9/30/2017=\$75,549.12

Great Basin Unified Air Pollution Control District  
Owens Lake Trust Fund FY 2017-2018  
For the 1st Quarter (Ending September 30, 2017)

Beginning Cash Balance 7/1/2017	1,057,498.93
June 30, 2017 Interest-earned Inyo County	<u>2,412.31</u>
	1,059,911.24

**Expenses**

Professional Services	-
-----------------------	---

<i>Checking account balance</i>	<u>3.90</u>
	3.90

Reconcile to Inyo County Treasury 9/30/2017	<u><u>\$ 1,059,911.24</u></u>
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Balance: IC Auditors Report as of 9/30/2017	<u><u>\$ 1,059,911.24</u></u>
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Great Basin Unified Air Pollution Control District  
Clean Air Projects Program FY 2017-2018  
For the 1st Quarter (Ending September 30, 2017)

Beginning Cash Balance 7/1/2017	771,215.63
June 30, 2017 Interest-earned Inyo County	<u>1,759.26</u>
	772,974.89

**Expenses**

Projects	-
----------	---

<i>Checking account balance</i>	<u>30.31</u>
	30.31

<b>Reconcile to Inyo County Treasury as of 9/30/2017</b>	<b><u>\$ 772,974.89</u></b>
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<b>Balance: Inyo County Auditors as of 9/30/2017</b>	<b><u>\$ 772,974.89</u></b>
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Great Basin Unified Air Pollution Control District  
Keeler Dunes Dust Control Projects    FY 2017-2018  
For the 1st Quarter (Ending September 30, 2017)

Beginning Cash Balance 7/1/2017	2,440,738.78
June 30, 2017 Interest-earned Inyo County	5,600.83
Checking account balance at year-end	(4,053.35)
2nd Installment payment - Jimmy Myers	20,000.00
	<u>2,462,286.26</u>

**Expenses**

Paid year-end invoices (FY16-17 accruals)	8,545.76
Employee Costs	11,361.65
General Expenses	1,205.02
Projects	-
Administration	10,062.13
	<u>31,174.56</u>

<i>Checking account balance</i>	6,133.74
	<u>37,308.30</u>

<b>Reconcile to Inyo County Treasury 9/30/2017</b>	<b><u><u>\$ 2,424,977.96</u></u></b>
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<b>Balance: Inyo County Auditors as of 9/30/2017</b>	<b><u><u>\$ 2,424,977.96</u></u></b>
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## **GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT**

157 Short Street, Bishop, California 93514-3537

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

### **BOARD REPORT**

**Mtg. Date:** November 9, 2017

**To:** District Governing Board

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

**Subject:** Fiscal Year 2016 – 2017 Independent Auditor's Report

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**Summary:**

The independent financial audit for the fiscal year 2016-2017 has been completed by Messner & Hadley, LLP of Victorville, California. Copies of the audit report have been sent to the Governing Board Members (separately bound) with this board packet. Additional copies are available upon request to the Clerk of the Board.

**Board Action:**

None. Information only.



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** November 9, 2017

**To:** District Governing Board

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

**Subject:** Receipt of two President's Special Acknowledgement Awards from the Special District Risk Management Authority for no paid claims during the prior 5 consecutive years in both the Property/Liability Program and the Workers' Compensation Program

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#### **Summary:**

Each year, the Special District Risk Management Authority (SDRMA) recognizes those member entities that have not had an insurance claim filed during the prior 5 consecutive years with the President's Special Acknowledgement Award. As we have every year since 2011-2012, the District has received the President's Special Acknowledgement in both the Property/Liability Program and the Workers' Compensation Program. This means we have not had any claims since prior to the 2007-2008 fiscal year. The District can be proud that its employees consistently and historically operate in a safe manner.

#### **Fiscal Impact:**

No claims translates to lower premiums, year after year.

#### **Board Action:**

None. Information only.

#### **Attachments:**

1. President's Special Acknowledgement Award – Property/Liability Program
2. President's Special Acknowledgement Award – Workers' Compensation Program

Informational Item (No Action) – Receipt of Two Presidents' Special Acknowledgement Awards  
from the Special District Risk Management Authority  
November 9, 2017 – Agenda Item No. 6f – Page 1





SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

## *President's Special Acknowledgement Award*

THE PRESIDENT OF THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY  
HEREBY GIVES SPECIAL RECOGNITION TO

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

The President's Special Acknowledgement Award is to recognize members with no "paid" claims during the prior five consecutive program years in the Property/Liability Program. A "paid" claim for the purposes of this recognition represents the first payment on an open claim during that same period and excludes property claims. Congratulations on your excellent claims record!

  
Jean Bracy, SDA, SDRMA Board President

September 19, 2017  
Date



SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

## *President's Special Acknowledgement Award*

THE PRESIDENT OF THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

HEREBY GIVES SPECIAL RECOGNITION TO

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

The President's Special Acknowledgement Award is to recognize members with no "paid" claims during the prior five consecutive program years in the Workers' Compensation Program. A "paid" claim for the purposes of this recognition represents the first payment on an open claim during that same period. Congratulations on your excellent claims record!

  
Jean Bracy, SDA, SDRMA Board President

September 19, 2017  
Date



## **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:** November 9, 2017

**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.

Regular Meeting Schedule of the  
Great Basin Unified Air Pollution Control District  
Governing Board

## 2018 Calendar

January 2018						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2018						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 2018						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2018						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2018						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2018						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2018						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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