

# GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT



## GOVERNING BOARD REGULAR MEETING INFORMATION

### Meeting Date & Time

Thursday, May 10, 2018 at 10:00 a.m.

### Meeting Location

Lee Vining Community Center  
296 Mattly Avenue  
Lee Vining, California 93541  
(wifi password: monolake)

### District Board

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

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



## Great Basin Unified Air Pollution Control District

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

### **NOTICE OF PUBLIC HEARING GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT CONSIDERATION OF ADOPTION OF THE 2018-2019 DISTRICT AND SB 270 BUDGETS AND ORDER**

The Governing Board of the Great Basin Unified Air Pollution Control District will conduct a 2<sup>nd</sup> public hearing for the purpose of considering adopting the District's annual budgets and proposed California Health and Safety Code Section 42316 (SB 270) order for the 2018-2019 fiscal year and providing the public with an opportunity to comment on the proposed budgets and order. The District has prepared a summary of its proposed total annual budget for the 2018-2019 fiscal year, including a schedule of fees and proposed order to be imposed by the District to fund its programs. It should be noted that a portion of the budget is funded through an order authorized by California Health and Safety Code Section 42316, which requires the City of Los Angeles to pay fees to the District based on an estimate of the actual costs to the District of its activities associated with the development of mitigation measures and related air quality analysis associated with the air quality impacts of the City of Los Angeles' water diversion, conveyance and storage activities. A copy of the budget summaries will be available for inspection at the District office at the address shown below on or after April 9, 2018. The FY 2018-2019 District (non-SB 270) budget may include an automatic adjustment to permit fees to account for changes in the California Consumer Price Index.

The public hearing will be conducted at a regular meeting of the District Governing Board to be held at 10:00 a.m. on Thursday, May 10, 2018, Lee Vining Community Center, 296 Mattly Ave, Lee Vining, CA 93541. The public hearing on the District's total annual budgets and proposed order is set for 10:05 a.m. Written comments are invited and should be addressed to the Great Basin Unified Air Pollution Control District, 157 Short Street, Bishop, California 93514. Written comments received by 5:00 pm on Thursday, April 26, 2018, will be included in the staff report sent to the Governing Board members. Comments may also be made during the public hearing. For further information, call the District's Board Clerk, Tori DeHaven at (760) 872-8211.

#### Publication Dates

|                     |                          |
|---------------------|--------------------------|
| Inyo Register       | April 5 & April 7, 2018  |
| The Sheet           | April 7 & April 14, 2018 |
| Tahoe Daily Tribune | April 6, & April 7, 2018 |
| Record Courier      | April 6 & April 8, 2018  |



# GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

## **NOTICE OF PUBLIC COMMENT PERIOD GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT AIR QUALITY MONITORING NETWORK PLAN 2018**

The Great Basin Unified Air Pollution Control District (GBUAPCD) has made available for inspection and public comment its *Draft Air Quality Monitoring Network Plan for 2018* (Draft AMNP 2018) in accordance with Title 40 of the Code of Federal Regulations Part 58.10. Copies of the Draft AMNP 2018 and supporting documents may be obtained from the GBUAPCD at 157 Short Street, Bishop, California, and at the District's website, [www.gbuapcd.org](http://www.gbuapcd.org), under "What's New." Written comments received by 12:00 noon on Monday, April 23, 2018, will be included in an informational item and staff report provided to the Governing Board of the GBUAPCD at its regular Board meeting on May 10, 2018, at 10:00 a.m. at the Mono Lake Indian & Lee Vining Community Center, 296 Mattly Avenue, Lee Vining, California. Oral comments will also be taken at this meeting. All written comments must be received by 9:00 a.m. on Thursday, May 10, 2018, to be included in the staff report presented to the U.S. EPA for their consideration and action. Comments on the plan should be sent to Mr. Phill Kiddoo, Air Pollution Control Officer, GBUAPCD, 157 Short Street, Bishop, CA 93514. Comments may also be submitted by e-mail to [pkiddoo@gbuapcd.org](mailto:pkiddoo@gbuapcd.org). For further information, contact Mr. Chris Lanane, Air Monitoring Specialist, at (760) 872-8211.

2018-04-02

### Publication Dates

|                     |               |
|---------------------|---------------|
| Inyo Register       | April 7, 2018 |
| The Sheet           | April 7, 2018 |
| Tahoe Daily Tribune | April 7, 2018 |

|            |               |
|------------|---------------|
| Mail List: | Public Notice |
|------------|---------------|



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### GOVERNING BOARD REGULAR MEETING AGENDA

**THURSDAY, MAY 10, 2018 AT 10:00 AM**

**Lee Vining Community Center  
296 Mattly Ave, Lee Vining, CA 93541**

**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. **10:05 a.m.: PUBLIC HEARING (Action)**
  - a. Adoption of Orders to the City of Los Angeles to Pay 2018-2019 Fiscal Year Fees as Provided by Section 42316 of the California Health and Safety Code (SB 270) .....1
  - b. Fiscal Year 2018-2019 Total District Budget – Approval of the District and SB 270 Sub-budgets (Second of Two Required Budget Hearings).....5
4. Consent Items (Action)
  - a. Approval of the March 8, 2018 Regular Governing Board Meeting Minutes.17
  - b. Approve Consulting and Service Contracts for Fiscal Year 2018-2019 .....25
  - c. Appropriation Changes, Year End Transfer Authority, and Carryovers .....46
  - d. Approve Purchase Order with Campbell Scientific in the Amount of \$28,834.97 for Dust ID Network Dataloggers and Radio Equipment..... 47
  - e. Out-of-state Travel Authorization for the 2018 National Air Monitoring Conference in Portland, Oregon on August 13-16, 2018 .....49
  - f. Acceptance of the Community Air Protection Program Grant from the California Air Resources Board in the Amount of \$5,618.00 and Authorize the APCO to Sign Grant Documents.....51
  - g. Adoption of Publicly Available Pay Schedules.....63
  - h. Purchase of Two (2) Filter-Based Particulate Matter Monitors (Partisol 2025i-AV) From Thermo Scientific, A Sole-Source Provider, for \$44,000.00.....67



|   |     |
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| 5. Janitorial Services Request for Proposal (Action).....   | 68  |
| a. Declare DNS Solutions, Inc. the Lowest Responsible Bidder for the Request for Proposal for Janitorial Services RFP 2018-01   |     |
| b. Reject all other Bids for RFP 2018-01  |     |
| c. Approve the Contract Between the District and DNS Solutions, Inc. for Janitorial Services for Fiscal Years 2018-2019 through 2020-2021 in the amount of \$14,000.00 Per Year Contingent Upon Approval of Future Budgets  |     |
| d. Authorize the Air Pollution Control Officer to Sign the Contract on Behalf of the District   |     |
| 6. Approval of the 2018 Owens Valley Planning Area Reasonable Further Progress Report for Submittal to the US Environmental Protection Agency (Action) .....  | 100 |
| 7. Approval of the 2018 Mono Basin Planning Area Reasonable Further Progress Report for Submittal to the US Environmental Protection Agency (Action) .....  | 129 |
| 8. Adoption of the 2018 Great Basin Unified APCD Air Quality Monitoring Network Plan (Action).....  | 150 |
| 9. Lee Vining Air Quality Monitoring Station Presentation and Site Tour (No Action).....  | 156 |
| 10. Informational items (No Action)   |     |
| a. Travel Report .....  | 171 |
| b. Permit Enforcement Activity Report .....   | 172 |
| c. FY 2017-2018 3 <sup>rd</sup> Quarter Financial Reports (January 1 – March 31).....   | 173 |
| d. Town of Mammoth Lakes 2017-2018 Annual PM10 and Meteorological Summary Report.....   | 181 |
| e. Contracts Less Than \$10,000 or Otherwise Within the APCO's Authority.....   | 189 |
| 11. Board Member Reports (No Action)  |     |
| 12. Air Pollution Control Officer Report (No Action) .....  | 190 |
| 13. Confirm Date and Location of Next Regular Meeting (July 12, 2018 in Markleeville) ....  | 191 |
| 14. <b>CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:</b>  |     |
| 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.  |     |

May 10, 2018

Lee Vining, California

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

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

16. Adjournment

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

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## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** District Governing Board

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

**Subject:** **Public Hearing** – Adoption of Orders to the City of Los Angeles to Pay the 2018-2019 Fiscal Year SB 270 Mitigation Fees as Provided by Section 42316 of the California Health & Safety Code

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Section 42316 of the California Health & Safety Code (SB 270) gives the District the authority to require the City of Los Angeles (City) to pay annual fees to cover the estimated costs of mitigating the air quality impacts caused by their water-gathering activities. The public hearing on this agenda item pertains to the Board's adoption of an "Order to Pay" to the City for the 2018-2019 fiscal year SB 270 mitigation fees. The next agenda item will separately consider adoption of the District's total budget including the SB 270 sub-budget. The SB 270 fees are the revenue used to fund the SB 270 sub-budget.

### STAFF REPORT

At the March 8, 2018 Board meeting, staff presented a preliminary SB 270 budget for the 2018-2019 fiscal year. The Board solicited public comment and directed staff to schedule a public hearing for adoption of the Order to Pay at the next (May 10, 2018) Board meeting. At the March 8<sup>th</sup> meeting, there was no comment on the proposed fee from the public. The board requested more information regarding the legal fees budgeted for legal representation; a new table detailing professional service contracts over \$10,000 (3.b. Attachment 2), has been included in the Fiscal Year 2018-2019 Total District Budget agenda item, as some of the contracts touch both the District and the SB 270 budgets. The proposed final assessment differs from the draft presented in March as follows:

- Decrease for Workers' Compensation
- Change to Air Monitoring Technical Specialist allocation (Table 3) and correction of budgeting, resulting in a change to total FTEs (19.85 to 19.80)
- Correction of budgeting for Field Services Technician I/II

These corrections and changes have resulted in a net decrease of \$10,000 to the proposed assessment.

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

Included with the Board packet materials for this meeting is a separately bound April 10, 2018 dated document titled *2018-2019 Fiscal Year SB 270 Budget and Fee Assessment*. District staff has distributed this document to the Board and the City. It is available to any interested party, upon request. Staff has summarized the fees below—details can be found in the above referenced *SB 270 Budget and Fee* document.

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

#### **SB270 FEE**

The proposed fee total is \$5,118,500. Compared to the 2017-18 fee total of \$5,025,500 the proposed fee total represents an increase of 1.85% (\$93,000). The 2018-19 budget contains estimates in each category to meet commitments made by the District in the 2016 SIP Board Order<sup>1</sup>, Phase 9/10<sup>2</sup> EIR, December 2014 Stipulated Judgment<sup>3</sup> and 2010 Coso Junction Maintenance Plan<sup>4</sup> including: 1) maintenance and replacement of air monitoring equipment at Owens Lake; 2) consultant fees necessary to carry out committed regulatory and compliance tasks at Owens Lake and Mono Lake; and 3) the December 2014 Stipulated Judgment<sup>3</sup> to implement the terms of the stipulation and agreement. This budget does not add anything to the \$750,000 carried over from the 2015-16 fiscal year budget for the Owens Lake Scientific Advisory Panel (OLSAP).

Compared to 23 years ago in 1995, the proposed FY 2018-19 SB 270 estimated budget and fee assessment has increased a total of \$432,086 (9.22%). Compared to the 2007 assessment of \$5,816,250 when the City and District were implementing the 2006 Settlement Agreement, the FY 2017-18 assessment is \$697,750 less (-12.00%). Since 1995, the California consumer price index has increased by 41.40% and by 41.71% since 2007.

#### **Employee Costs**

Total employee costs are estimated to be \$2,764,500, a decrease of 3.64% (\$104,500) from FY 2017-18. This category includes an allocation of wages, retirement, medical benefits, taxes, unfunded liability for future retiree medical insurance and workers compensation insurance. Other factors reflected in the employee costs section include regular promotion opportunities, regular step increases, retirement expenses, payroll taxes and workers compensation insurance. The only subcategories to increase slightly, attributable to a 2.5 % Cost of Living Adjustment (COLA) and normal step increases for employees, were wages and taxes offset by a slight decrease in Full Time Equivalents (FTEs); the remaining subcategories of retirement, insurance benefits, and workers' compensation insurance will decrease by over \$140,000.

### **SUMMARY**

The proposed total SB 270 fee assessment for FY 2018-19 is \$5,118,500 which is \$10,000 less than the proposed draft budget in March of 2018. This is a 1.85% increase (\$95,000) from the 2017-18 assessment. The amount due and payable to the District by June 24, 2018 will be \$5,118,500. As the reserve is currently below the District policy of 33.3% of expenditures, there is no offsetting credit this year for surplus reserve.

### **FISCAL IMPACT**

The Board's adoption of the attached "Order to Pay" will require the City of Los Angeles to pay the District \$5,118,500 by June 24, 2018 (45 days from May 10, 2018<sup>1</sup>). This money will then be used to fund the District's SB 270 activities for the 2018-2019 fiscal year. SB 270 provides for an appeal of the assessment by the City to the California Air Resources Board within 30 days of the Board's action, subject to conditions contained in the Kern County Superior Court Stipulated Judgment (February 13, 2014).

### **BOARD ACTION**

1. Staff recommends that the Board conduct the scheduled public hearing for input regarding the proposed fiscal year 2018-2019 SB 270 Fee Assessment Order.
2. Staff recommends that the Board adopt the attached "Fiscal Year 2018-2019 SB 270 Fee Assessment Order to Pay" for the base SB 270 costs in the amount of \$5,118,500.

### **Attachments:**

1. Fiscal Year 2018-2019 SB 270 Fee Assessment Order to Pay
2. *2018-2019 Fiscal Year SB 270 Budget and Fee Assessment*, dated April 10, 2018 (bound separately)

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



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

157 Short Street, Bishop, California 93514-3537

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

### **Board Order 180510-01**

I HEREBY CERTIFY that at a meeting of the Great Basin Unified Air Pollution Control Board in Lee Vining, California on May 10, 2018 an order was duly made and entered as follows:

#### **Fiscal Year 2018-2019 SB 270 Fee Assessment Order to Pay**

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

1. That for the 2018-2019 fiscal year, the costs to the District of its employee, operating and equipment expenses for activities associated with the development and implementation of mitigation measures and related air quality analysis, with respect to the activities of the City of Los Angeles in the production, diversion, storage or conveyance of water (expenditures for what is known as the "SB 270 Fee"), are estimated to be Five Million One Hundred Eighteen Thousand Five Hundred dollars (\$5,118,500.00);

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

3. That additional costs may be assessed during fiscal year 2018-2019 for additional work, as required.

Therefore, the Great Basin Unified Air Pollution Control District, pursuant to the authority vested in it by Section 42316 of the California Health & Safety Code, hereby orders the City of Los Angeles to pay to the order of the Great Basin Unified Air Pollution Control District at 157 Short Street, Bishop, Inyo County, California, not later than **June 24, 2018**, the amount of Five Million One Hundred Eighteen Thousand Five Hundred dollars (\$5,118,500.00)

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

WITNESS: BOARD ORDER No. 180510-01

ATTEST:

\_\_\_\_\_  
Tori DeHaven  
Clerk of the Board



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** District Governing Board

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

**Subject:** **Public Hearing** – Fiscal Year 2018-2019 Total District Budget – Approval of the District and SB 270 Sub-budgets (Second of two Required Budget Hearings)

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State law requires that all air pollution control districts hold a public hearing on their proposed budgets at a meeting separated by at least two weeks from the meeting at which they adopt the budgets (CH&SC §40131). Today's public hearing is on the entire budget, including the sub-budgets referred to as the "District" budget and the "SB 270" budget. The Board is being asked to approve the presented budgets today.

#### **District Budget Overview**

The District Budget is funded primarily by permit/air monitoring fees (~80%) and state subvention funds (~20%). The Regular District budget covers the permitting of commercial sources, air quality planning and monitoring not associated with the water-gathering activities of the City of Los Angeles Department of Water and Power (City or LADWP), and enforcement of air quality rules and regulations.

At your Board's March meeting, a request was made to break out legal costs from the Professional & Special Services line item in the budgets; attached to this report is a breakout of all professional services contracts across both the District and the SB 270 budgets that are over \$10,000.

**Base District Budget.** The District Budget for fiscal year FY 2018-2019 is \$661,250. This is an increase of \$4,500 from the draft presented to the Board in March, mainly attributable to the shifting of .05 Full Time Equivalent (FTE) from the SB270 budget to the District budget, offset by a decrease in Workers' Compensation insurance premiums. Compared to FY 2017-2018, expenses are estimated to be \$37,550 lower (-5.37%) (Table 1).

Normal employee costs are up by \$16,600 (3.34%) primarily due to normal and contractually required step increases and a Cost of Living Adjustment (COLA), as well as a small shift in FTEs

Public Hearing – Fiscal Year 2018-2019 Total District Budget – Approval of the District and SB 270 Sub-budgets  
(Second of Two Required Budget Hearings) (Action)  
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from the SB 270 budget to the District budget. Retirement costs have decreased because in July 2017, the Board approved a contribution to pay off the District's (non-SB270) actuarially determined share of pension liabilities through June 30, 2015. Therefore, the annual contribution decreased from prior years. An actuarial valuation for retiree medical liabilities was updated through July 1, 2017 and no significant contributions for 2018-2019 are suggested by the actuary.

Revenue for the FY 2018-2019 District budget (non-SB 270) is projected to decrease by \$37,550 (-6.02%) mainly due to not needing to budget a transfer from the Capital Asset Reserve. Anticipated revenue will balance the 2018-2019 budget. (Table 2)

FY 2018-2019 revenue incorporates the Governing Board's waiver of the per capita revenue source approved at the March Board meeting. Given the District's reserve policy<sup>1</sup>, fee payers and permit holders did not see an out-of-pocket fee increase the last six years (FYs 2012-2013 through 2017-2018) and based on the current proposed budget, this will again occur in FY 2018-2019. The District annually calculates and adjusts the fees due based on the Consumer Price Index (CPI) and the Governing Board must take action annually to waive the automatic CPI increase. Should the CPI waiver be approved, a rebate or subsidy of that amount for that fiscal year is applied and reflected on the invoice. If in a subsequent year the CPI waiver does not apply, then the difference, as opposed to cumulative, in the CPI rate from the last adjustment and the current CPI rate will be in effect and invoiced.

The District budget contains a special sub-account funded by the \$10 million public benefit contribution from the City to control PM10 emissions at the Keeler Dunes (Table 3). This was a result of the 2013 Settlement Agreement dated August 19, 2013 (2013 SA) and is a part of the District budget and not the SB 270 budget or assessment. NOV #461 and subsequent board action (Board Order #161110-05) added \$1.2 million to this sub-account.

The Keeler Dunes Special Fund budget for 2018-2019 is \$134,164. This is a decrease of approximately \$12,000 from the draft budget presented to the Board in March due to a corrected mis-allocation and a refinement in the data of the specific person in the position. Compared to FY 2017-2018, expenses are estimated to be \$1,153,039 lower. The majority of this difference is due to the large contract created in FY 2017-2018 with Nature's Image. The unspent funds from that contract will carry over into this year but have been accounted for as "budgeted" in FY 2017-2018 and won't be adjusted to actuals until the close of the 2017-2018 fiscal year. Removing that anomaly from the figures produces an anticipated increase in spending of approximately \$7,000 over last year.

### **District (Non-SB270) Budget Narratives**

This section breaks down the District by functional divisions and discusses the accomplishments each division has made or will make during the FY 2017-2018, as well as the expected accomplishments for the FY 2018-2019, subject to the Governing Board's approval of the proposed budget that supports these goals.

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



## KEELER DUNES DUST CONTROL PROJECT

The District is implementing the Keeler Dunes Dust Control Project per the 2013 Settlement Agreement between the District and the City of Los Angeles Department of Water and Power (LADWP). Project construction began in September 2014. The project was originally designed to be completed in December 2017 but has been extended for 18 months until June 2019. The District Governing Board approved the extension in November 2017 as part of the long-term planning effort.

### Project Goal:

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

### Project Accomplishments:

The Keeler Dunes Dust Control Project is in its fourth year of work. Two of the main components of the project (the irrigation system and straw bale placement) have been completed. The third main component, plant establishment has been more difficult than expected both in terms of getting the needed plant material and also in having plants survive in the field. There were three planting phases conducted over the first three years of the project, with a fourth planting effort underway at the time of writing of this report. The current planting effort has been modified significantly from previous efforts with changes made based on things that have been learned over the course of the project.

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

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

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

- **Year 1 (Fall 2014 to Summer 2015):** During the first year; the temporary irrigation system was installed, ~66,000 straw bales were placed, and ~15,000 plants were installed by Barnard Construction Company.
- **Year 2 (Fall 2015 to Summer 2016):** Approximately 15,000 straw bales were placed in the project to complete original bale placement design. An additional 75,000 plants were installed in the project. Supplemental irrigation events were conducted in the fall of 2015 and Spring 2016. Seed was collected by Comstock Seed in Fall of 2015 for grow-out of

additional plants. Greenheart Farms was selected through bid process for propagation of 77,000 additional plants, plants and started at the nursery in Spring 2016. Supplemental irrigations of plants material were conducted in the Fall 2015 and Spring 2016.

- **Year 3 (Fall 2016 to Summer 2017):** Bale mounds were installed in Southern Dunes. Seed was collected by Comstock Seed in Fall of 2016 for grow-out of additional plants. Greenheart Farms was contracted to grow-out 25,000 additional plants, plants were started at the nursery in Spring 2017. Supplemental irrigations of planted material were conducted in Fall 2016, Spring 2017 and Summer 2017. A long-term planning effort was conducted to decide how to move forward with project and achieve the project goals.
- **Year 4 (Fall 2017 to Fall 2018): *In progress.*** Additional bale mounds were installed in the Northern Dune and Southern Dunes. Seed was collected by Comstock Seed in Fall of 2017 for up-coming seed test and potential future grow-out of additional plants. The work design was changed to have a full-time crew of three local workers present on site in the project. Supplemental irrigation was conducted in the fall of 2017. Planting of 25,000 additional plants in the dunes in specific target plant zones (*in progress at the time of writing*). The contract with Barnard Construction ended in November 2017 and a new contract was executed with Nature's Image for operation and maintenance of the project through June 2019. Supplemental irrigations are planned for the Spring 2018 and Summer 2018. Planned implementation of small-scale direct seeding test in February/March 2018.

#### Long-Term Project Plan:

The main work activity over the next 18 months of the project is to nurture the plants that have been installed over the past 4 years. This primarily consists of providing continued irrigation during plant establishment so that the plants mature and develop a root system capable of tapping into available moisture within the dunes so that they can survive on their own. In addition to irrigation, young plants maybe unburied if they become covered with moving sand.

In addition to watering existing plants, a small-scale test of two potential methods of direct seeding will be conducted in the project area. The test is scheduled to begin in February/March 2018. Two methods of direct seeding will be tested including hydroseeding and distribution of prilled (clay covered) seed. The test plots will be irrigated with sprinklers to mimic natural rain fall and encourage seed germination. The seed material for the test was collected in the Fall of 2017 by Comstock Seed. If the test is successful, the results may be used to help get additional plants established in the dunes in targeted locations.

A protected nursery was built in the Fall of 2017 in the yard at the District's Keeler Field office to allow the 25,000 planted being installed in January 2018 to acclimate to the local conditions. Once the plants are installed in the field, this nursery facility may be used on a limited scale to start and grow-out plants for the project.

The District will continue to oversee and manage the project with the assistance of staff from Wood Environment & Infrastructure Solutions (formerly Amec Foster Wheeler). Day-to-day work in the

dunes will be completed by the three-person full time local work crew from Nature's Image. Duties for the work crew include, irrigation of plants in the project, general care of installed plants, maintenance and minor repairs of the irrigation system, removal of invasive weeds from within the project area, operation and maintenance of the small-scale direct seed test areas, repair of bale mounds, and general maintenance of project infrastructure and facilities.

### **AIR MONITORING DIVISION**

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

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

### **PERMITTING AND ENFORCEMENT DIVISION**

The Permitting and Enforcement Division enforces federal, state and local air quality rules and regulations in Alpine, Mono and Inyo Counties through regulation, permitting, planning, field inspections, enforcement and public education. The Permitting and Enforcement Division is responsible for the issuance of air quality permits for stationary equipment and the management of the resulting emissions. The Division also implements the Smoke Management Program and the Asbestos Program for the District. During the 17/18 FY, in addition to routine permitting, inspections and handling of non-compliance issues, the Division focused on reviewing historical practices to find areas in need of updating. Notable changes included consolidation and streamlining of billing, a comprehensive evaluation of District rule and regulations to prioritize necessary revisions, and development of a new settlement procedure. For the future fiscal year, the Division looks forward to seeking Board approval for implementation of a new Mutual Settlement Program and several rule revisions. The Division will also be performing an evaluation all fee schedules during the 2018-2019 FY. Lastly, the Division plans to develop a new permitting and inspection database to modernize and improve District operations and capabilities.

### **DATA SYSTEMS AND TECHNOLOGY DIVISION**

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

### **ADMINISTRATIVE SERVICES DIVISION**

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

TABLE 1

2018.04.03

FY 2018-19 **DISTRICT** BUDGET

| EXPENSES   | 2017-2018<br>Budget | 2018-2019<br>Budget | % Change       |
|--|---------------------|---------------------|----------------|
| <b>I. Employee Costs</b>   |                     |                     |                |
| A. Employee Wages  | 322,500             | 340,000             | 5.43%          |
| B. Retirement  | 57,700              | 54,500              | -5.55%         |
| C. Insurance Benefits  | 57,500              | 55,000              | -4.35%         |
| D. Taxes   | 55,600              | 60,500              | 8.81%          |
| E. Worker's Compensation Insurance   | 3,100               | 3,000               | -3.23%         |
| <b>Employee costs</b>  | <b>496,400</b>      | <b>513,000</b>      | <b>3.34%</b>   |
| <b>II. Operating &amp; Compliance Costs</b>  |                     |                     |                |
| A. Advertising - Legal Notices & Ads   | 4,000               | 2,200               | -45.00%        |
| B. Dues, Subscriptions, Education, Use Tax, Fees, AB2588   | 10,000              | 6,100               | -39.00%        |
| C. Equipment: Computer, Furniture, General, Office, Safety, Scientific,<br>Software, Furniture (<\$5,000 ea) | 18,000              | 15,500              | -13.89%        |
| D. Fuel & Gasoline   | 4,300               | 4,000               | -6.98%         |
| E. Health & Safety   | 1,000               | 1,000               | 0.00%          |
| F. Insurance - Liability, Fire & Casualty  | 10,000              | 9,500               | -5.00%         |
| G. Leases & Rents: Equipment, Office, Site, Storage  | 25,700              | 23,000              | -10.50%        |
| H. Maintenance & Repairs of Equipment - Labor  | 12,000              | 10,000              | -16.67%        |
| I. Maintenance & Repairs of Equipment - Materials  | 12,000              | 15,000              | 25.00%         |
| J. Postage & Shipping  | 1,000               | 1,000               | 0.00%          |
| K. Professional & Special Services   | 45,000              | 8,800               | -80.45%        |
| L. Supplies & Tools (In Field, Office, General Use)  | 3,000               | 2,500               | -16.67%        |
| M. Transportation & Travel   | 5,500               | 4,900               | -10.91%        |
| N. Utilities   | 8,500               | 6,400               | -24.71%        |
| O. Public Assistance/Grant Programs  | 6,000               | 6,000               | 0.00%          |
| <b>Operating &amp; Compliance Costs</b>  | <b>166,000</b>      | <b>115,900</b>      | <b>-30.18%</b> |
| <b>III. Materials and Equipment</b>  |                     |                     |                |
| A. Equipment: Computer, Furniture, General, Office, Scientific,<br>Software, Furniture (>\$5,000 ea)         | 31,400              | 27,850              | -11.31%        |
| B. Capital Expenditure Fund: Vehicles & Equipment  | 5,000               | 4,500               | -10.00%        |
| <b>Materials and Equipment</b>   | <b>36,400</b>       | <b>32,350</b>       | <b>-11.13%</b> |
| <b>FY 2018-19 TOTAL DISTRICT EXPENSES</b>  | <b>698,800</b>      | <b>661,250</b>      | <b>-5.37%</b>  |

|                              |        |        |         |
|------------------------------|--------|--------|---------|
| EPA 105 Grant (Restricted)   | 71,899 | 71,889 | (10)    |
| EPA PM2.5 Grant (Restricted) | 23,245 | 18,245 | (5,000) |
| AB 617                       |        | 5,618  | 5,618   |

General Fund Reserve as of January 31, 2018

1,045,489

TABLE 2

**FY 2018-2019 DISTRICT BUDGET**

| REVENUE   | 2017-18        | 2018-2019      | % change       |
|---|----------------|----------------|----------------|
| <b>I. Fees, Permits &amp; Penalties</b>             |                |                |                |
| A. AB2588 - Toxic Hot Spots                         | 1,500          | 1,500          | 0.00%          |
| B. Conservation Mgmt Plan/Prescribed Burn Plan      | 5,000          | 5,000          | 0.00%          |
| C. Geothermal                                       | 309,000        | 310,000        | 0.32%          |
| D. Hearing Board                                    | -              | -              |                |
| E. Initial Permit Fees (FF, ATC, Mods)              | 30,000         | 30,000         | 0.00%          |
| F. Penalties & Late Fees                            | 20,000         | 12,000         | -40.00%        |
| G. Sources (Asbestos, Diesel, Fuel, Electric, PERP) | 114,400        | 115,000        | 0.52%          |
| H. Service Station Vapor Recovery                   | 15,000         | 15,000         | 0.00%          |
| <b>Fees, Permits &amp; Penalties</b>                | <b>494,900</b> | <b>488,500</b> | <b>-1.29%</b>  |
| <b>II. Other Revenue</b>                            |                |                |                |
| A. Air Monitoring Audits                            | 0              | 0              |                |
| B. Interest   | 2,000          | 2,000          | 0.00%          |
| C. Per Capita Fee                                   | 0              | 0              |                |
| D. Sales, Services, Fees, Rebates & Refunds         | 2,000          | 7,250          | 262.50%        |
| E. State Subvention (3 counties)                    | 138,500        | 138,500        | 0.00%          |
| F. Town of Mammoth Lakes (Air Monitoring)           | 25,000         | 25,000         | 0.00%          |
| G. From Capital Asset Reserves: E&M                 | 36,400         |                | -100.00%       |
| H. From Reserves:Unfunded Pension Liabilities       |                |                |                |
| <b>Other Revenue</b>                                | <b>203,900</b> | <b>172,750</b> | <b>-15.28%</b> |
| <b>FY 2018-19 TOTAL DISTRICT REVENUE</b>            | <b>698,800</b> | <b>661,250</b> | <b>-5.37%</b>  |

|                              |        |        |            |
|------------------------------|--------|--------|------------|
| EPA 105 Grant (Restricted)   | 71,889 | 71,889 | -          |
| EPA PM2.5 Grant (Restricted) | 23,245 | 18,245 | (5,000.00) |
| AB 617                       | 0      | 5,618  | 5,618.00   |

TABLE 3

2018.04.03

## FY 2017-18 DISTRICT SPECIAL FUND ACCOUNTS (Non-SB270)

|   | 2013-2017         | 2017-18           | 2018-19           |                   |
|---|-------------------|-------------------|-------------------|-------------------|
| Keeler Dunes Project  | Years 1-4 Actuals | Year 5 - Budgeted | Year 6 - Budgeted | Total             |
| <b>I. Administration</b>  |                   |                   |                   |                   |
| A. Professional Services - AMEC   | 534,578           | 50,000            | 40,000            | 624,578           |
| <b>II. Project</b>  |                   |                   |                   |                   |
| A. BLM Fee  | 24,263            | 20,000            | 5,000             | 49,263            |
| CEQA - Notice of Determination Fee  | 3,030             | -                 | -                 | 3,030             |
| State Water Resources Control Board Fee                                       | 9,634             |                   | 7,000             | 16,634            |
| Fees: Other   | -                 | -                 | -                 | -                 |
| B. EIR & CEQA: Sapphos (Dec. 1, 2013 and forward)                             | 346,521           | -                 | -                 | 346,521           |
| EIR & CEQA: Sapphos (Pre-Construction Cultural Survey)                        | 18,653            | -                 | -                 | 18,653            |
| C. Equipment, Seeds, Supplies, Misc.  | 12,247            | 5,000             | 7,000             | 24,247            |
| D. Construction: Barnard, Nature's Image                                      | 6,919,413         | 1,146,003         | -                 | 8,065,416         |
| E. Straw Bales: Myers Farms (March 2014)                                      | 144,442           | -                 | -                 | 144,442           |
| Straw Bales: Long Valley Hay (January 2015)                                   | 260,105           | -                 | -                 | 260,105           |
| Straw Bales: R.S. Green (March 2014)  | 181,097           | -                 | -                 | 181,097           |
| Straw Bales: R.S. Green (March 2015)  | 93,300            | -                 | -                 | 93,300            |
| Straw Bales: R.S. Green (May 2015)  | 42,500            | -                 | -                 | 42,500            |
| F. Plant Propagation: Antelope Valley Resource/Greenhart Farms                | 502,400           | -                 | -                 | 502,400           |
| G. Straw Bale Demonstration Test- DRI   | 37,218            | -                 | -                 | 37,218            |
| H. KCSD Water System Upgrade  | 25,000            | 3,000             | -                 | 28,000            |
| I. KCSD Irrigation Water  | 3,505             |                   | 5,000             | 8,505             |
| J. Water Well Monitoring & Lab Analysis                                       | 1,965             |                   | 2,500             | 4,465             |
|   | -                 |                   |                   | -                 |
| <b>III. Employee Costs</b>  |                   |                   |                   |                   |
| A. Senior Scientist (.20)/Field Services Tech (.30)/Technical Svcs Spec (.10) | 172,882           | 63,200            | 67,664            | 303,746           |
| <b>TOTAL DISTRICT SPECIAL FUND ACCOUNTS</b>                                   | <b>9,332,752</b>  | <b>1,287,203</b>  | <b>134,164</b>    | <b>10,754,119</b> |

## Keeler Dunes Project Funding

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

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

*Budget Difference (spent-project funding)*

**633,174**

### **SB 270 Fee Assessment Budget**

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

During the period between this initial public hearing for comment on the budget and the May Board meeting to adopt the budget and order to the City to pay the SB 270 assessment, District staff invites representatives from the City to meet to discuss and finalize the proposed assessment. The City received a copy of the proposed assessment via email, and as of this report deadline have made no comment.

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

Included with your Board packet materials for this meeting is a separately bound April 10, 2018 dated document titled, *2018-2019 Fiscal Year SB 270 Budget and Fee Assessment (Final)*. District staff has distributed this document to the Board as well as to City of Los Angeles. It is available, upon request, to any interested party. The assessment is summarized below—assessment details can be found in the above referenced *Assessment* document.

The SB 270 fee includes the estimated cost of all District employees (wages and benefits), operating costs (rent, utilities, insurance, supplies, travel and professional services associated with regular budget activities), and equipment costs associated with the LADWP's efforts to control the air pollution caused by its water-gathering activities. The proposed fee total is \$5,118,500. Compared to the 2017-2018 fee total of \$5,025,500, the proposed fee total represents an increase of 1.85% (\$93,000). The 2018-2019 budget contains estimates in each category to meet commitments made by the District in the 2016 SIP Board Order<sup>1</sup>, Phase 9/10<sup>2</sup> EIR, December 2014 Stipulated Judgment<sup>3</sup>, and 2010 Coso Junction Maintenance Plan<sup>4</sup>. These commitments include: 1) maintenance and replacement of air monitoring equipment at Owens Lake; 2) consultant fees necessary to carry out committed regulatory and compliance tasks at Owens Lake and Mono Lake; and 3) the December 2014 Stipulated Judgment<sup>3</sup> to implement the terms of the stipulation and agreement. The Owens Lake Scientific Advisory Panel (OLSAP) deferral came to an end in July 2017 and this budget does not add anything to the \$750,000 carried over from the FY 2015-2016 budget. The increase in the proposed fee from the 2017-2018 fee is primarily due to planned control measure testing and increases in equipment purchases.

The Stipulated Judgment entered by the California Superior Court on December 30, 2014 (2014 Stipulated Judgment) included resolutions of several dust control matters at Owens Lake<sup>2</sup>.

The 2014 Stipulated Judgment provides for financial support by the LADWP of the OLSAP, (Paragraph 12.G). Initial funding for the OLSAP was made pursuant to fee orders by the District per California Health & Safety Code §42316 for FY 2015-2016. Activation of the OLSAP was deferred until July 2017 such that the funds from 2015-2016 remain unspent. The LADWP is responsible for providing additional funding to the OLSAP for reporting and analyzing new and relevant testing data up to \$2,000,000 annually. Although the OLSAP deferral came to an end in July 2017, this budget adds no funds to the OLSAP as the District still has \$750,000 unspent from FY 2015-2016.

Compared to 23 years ago in 1995, the proposed FY 2018-2019 SB 270 estimated budget and fee assessment has increased a total of \$432,086 (9.22%). Compared to the 2007 assessment of \$5,816,250 when the LADWP and District were implementing the 2006 Settlement Agreement, the proposed FY 2018-2019 assessment is \$697,750 less (-12.00%). Since 1995, the California consumer price index has increased by 41.40% and by 41.71% since 2007.

### **Fiscal Impact**

The proposed total budget for all 2018-2019 District and SB270 activities is \$5,913,914. This is \$1,097,589 less than or a 15.65% decrease from the 2017-2018 total budget of \$7,011,503. Details of the specific increase and decreases can be found in the included and attached tables and the *2018-2019 Fiscal Year SB 270 Budget and Fee Assessment (Final)*. Total costs will be funded by a combination of permit fees, state subvention, project funds and SB270 fees charged to the City of Los Angeles.

### **Board Action:**

1. Staff recommends that the Board conduct the second of two public hearings on the total budget, consider all comments and testimony, and make whatever changes are found appropriate to District or SB 270 budgets.
2. Staff recommends that the Board adopt the total Great Basin Unified Air Pollution Control District budget which includes: a) the proposed final 2018-19 District budget; and b) the proposed final 2018-19 SB 270 budget.
3. Staff recommends that the Board waive the automatic Consumer Price Index increase for District permit fees based on the adopted FY 2018-19 District budget (less special funds) for the 2018-19 fiscal year and the amount of current District (non-SB 270) reserve funds.

### **Attachments:**

1. Total District Budget Summary
2. Professional and Special Services over \$10,000
3. *2018-2019 Fiscal Year SB 270 Budget and Fee Assessment (Final)*, dated April 10, 2018 (bound separately)

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<sup>2</sup> 2011 SCRD, 2012 SCRD, 2013 SCRD, 2014 SCRD (2014 Stipulated Judgment p. 17-18).



**TOTAL GBUAPCD BUDGET**

2018.04.03

**FY 2018-19 DISTRICT AND SB 270 BUDGET**

|  | 2017-2018        | 2018-2019        | % Change       |
|--|------------------|------------------|----------------|
| <b>DISTRICT</b>                          |                  |                  |                |
| I. Employee Costs                        | 496,400          | 513,000          | 3.34%          |
| II. Operating & Compliance               | 166,000          | 115,900          | -30.18%        |
| III. Materials & Equipment               | 36,400           | 32,350           | -11.13%        |
| IV. Special Fund Account                 | 1,287,203        | 134,164          | -89.58%        |
| <b>Total District</b>                    | <b>1,986,003</b> | <b>795,414</b>   | <b>-59.95%</b> |
| <b>SB 270 FEE</b>                        |                  |                  |                |
| I. Employee Costs                        | 2,869,000        | 2,764,500        | -3.64%         |
| II. Operating & Compliance               | 1,915,500        | 2,083,000        | 8.74%          |
| III. Materials & Equipment               | 241,000          | 271,000          | 12.45%         |
| <b>Sub-Total SB 270 Fee</b>              | <b>5,025,500</b> | <b>5,118,500</b> | <b>1.85%</b>   |
| IV. Owens Lake Scientific Advisory Panel | -                | -                |                |
| <b>Total SB 270 Fee</b>                  | <b>5,025,500</b> | <b>5,118,500</b> | <b>1.85%</b>   |
| <b>Less Reserve Policy Credit</b>        | 166,382          | -                | -              |
| <b>SB 270 Fee Due</b>                    | <b>4,859,118</b> | <b>5,118,500</b> | <b>5.34%</b>   |
| <b>TOTAL DISTRICT AND SB 270 BUDGET</b>  | <b>7,011,503</b> | <b>5,913,914</b> | <b>-15.65%</b> |

| <b>Professional and Special Services (over \$10,000)</b>       | <b>District</b> | <b>SB270</b> | <b>Total</b> |
|--|-----------------|--------------|--------------|
| Inyo Legal   | 1,800           | 10,200       | 12,000       |
| Janitorial   | 1,800           | 12,000       | 13,800       |
| Agilaire/AirVision - Annual cloud hosting service              | -               | 14,000       | 14,000       |
| Owens Lake Science and History                                 | -               | 15,000       | 15,000       |
| Satellite Imagery  | -               | 25,000       | 25,000       |
| Environmental Consulting (Compliance and on-call services)     | -               | 20,000       | 20,000       |
| Hydrologic review services for Master Project                  | -               | 150,000      | 150,000      |
| Environmental Consulting (CRTF)                                | -               | 200,000      | 200,000      |
| DRI (Remote Sensing - DCM Compliance)                          | -               | 210,000      | 210,000      |
| Morrison Foerster (Legal)                                      | -               | 250,000      | 250,000      |
| Ramboll-Environ Consulting - Owens Lake and Mono Lake Modeling | -               | 250,000      | 250,000      |



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

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

### **BOARD REPORT**

**Mtg. Date:** May 10, 2018

**To:** District Governing Board

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

**Subject:** Approval of the March 8, 2018 Regular Governing Board Meeting Minutes

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**Summary:**

Attached for the Board's approval are the minutes from the March 8, 2018 regular meeting held in Keeler, California.

**Board Action:**

Staff recommends that the Board review and approve the minutes from the March 8, 2018 meeting.

**Attachment:**

1. March 8, 2018 minutes

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
GOVERNING BOARD MINUTES  
March 8, 2018

(All Meetings Are Mechanically Recorded)

The Great Basin Unified Air Pollution Control District Governing Board of the Counties of Alpine, Inyo and Mono, State of California met at 10:00 am on March 8, 2018 in the City of Los Angeles Department of Water and Power Administrative Building, Training Room 134A, Keeler, California 93530.

Governing Board members present:

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

Governing Board members absent:

Fred Stump, 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  
Grace Holder, Senior Scientist  
Sondra Grimm, Technical Services Specialist  
Paige Austin, Field Services Technician I  
Tori DeHaven, Clerk of the Board

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

Liz Calderon, City of Los Angeles, DWP  
Jaime Valenzuela, City of Los Angeles, DWP  
Mel O. Joseph, Lone Pine Paiute Shoshone Reservation, Environmental  
Eddie Hermann, Lone Pine Paiute Shoshone Reservation, Environmental  
Ted Schade  
Paul Lamos  
Cindy Duriscoe, Big Pine Paiute Tribe

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

Board Chair Wentworth called to order the regular meeting of the Governing Board at 10:05 a.m.

March 8, 2018 Regular Board Meeting  
Page 1 of 7

**Agenda Item No. 4a - Attachment 1**

**180510**

**BOARD PACKET ~ Page 18 of 191**

Board Chair Wentworth then led the Pledge of Allegiance.

(Board member Totheroh would arrive later.)

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

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

Mr. Paul Lamos noted his compliments to the District Board on its past commitment to tailor regulations and manage based on the needs of the local area rather than the state. He encouraged the Board to continue doing so on its path forward.

**Agenda Item #3**  
Election of Governing  
Chair and Vice Chair  
for 2018  
(Action)

**Motion** (Corless/Kingsley) electing Board Member Griffith to the position of Chair for 2018.

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

*Noes: 0*

*Abstain: 0*

*Absent: Board Members – Stump, Totheroh*

Motion carried 6/0 and so ordered.

B/O #180308-03

**Motion** (Kingsley/Corless) electing Board Member Totheroh to the position of Vice Chair for 2018.

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

*Noes: 0*

*Abstain: 0*

*Absent: Board Members – Stump, Totheroh*

Motion carried 6/0 and so ordered.

B/O #180308-03

**Agenda Item #4**  
Adopt and Authorize  
the Board Chair to  
Sign Resolution 2018-  
02 Recognizing Larry  
Johnston's Service to  
the Great Basin  
Governing Board  
(Action)

**Motion** (Corless/Peters) adopting and authorizing the Board Chair to sign Resolution 2018-02 recognizing Larry Johnston, Governing Board member, upon his departure from the Board.

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

*Noes: 0*

*Abstain: 0*

*Absent: Board Members – Stump, Totheroh*

Motion carried 6/0 and so ordered.

B/O #180308-04

**Agenda Item #5**  
**PUBLIC HEARING**  
– Fiscal Year 2018-  
2019 Total District  
Budget – Staff report  
and Public Comments  
on the Draft District  
and SB 270 Sub-  
budgets  
(No Action – First of  
Two Required Budget  
Hearings)

Board Chair Griffith opened the public hearing at 10:22 am.

Ms. Susan Cash, Administrative Projects Manager, updated the Board on the draft Fiscal Year 2018-2019 Total District Budget as provided in the Board Packet and separately to the Governing Board. She noted that this is the first of two public hearings, as is required.

Comments from the Board included a concern that legal fees were not included in a more specific and obvious category.

Board Chair Griffith asked for public comment at 10:29 am; no comment was offered.

Board Chair Griffith closed the public hearing at 10:30 am.

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

**Motion** (Wentworth/Hames) approving consent agenda item a as follows:

- a) Approval of the January 11, 2018 Governing Board meeting minutes.

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

*Noes: 0*

*Abstain: Board Members - Peters*

*Absent: Board Members – Stump, Totheroh*

Motion carried 5/0 and so ordered.

B/O #180308-06a

**Motion** (Hames/Corless) approving consent agenda item b as follows:

- b) Waive the Rule 1102 annual per capita fee for the 2018-2019 Fiscal Year.

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

*Noes: 0*

*Abstain: 0*

*Absent: Board Members – Stump, Totheroh*

Motion carried 6/0 and so ordered.

B/O #180308-06b

**Motion** (Griffith/Kingsley) approving consent agenda item c as follows:

- c) Approval of Contract Amendment 3 with Ramboll Environ for an amount not to exceed \$75,000 for Task 2 (Hydrological Evaluation Services) with the funds to come from the SB 270 Budget Item II.K.

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

*Noes: 0*

*Abstain: 0*

*Absent: Board Members – Stump, Totheroh*

Motion carried 6/0 and so ordered.

B/O #180308-06c

**Motion** (Corless/Hames) approving consent agenda item d as follows:

- d) Approval of Contract Amendment 3 with Desert Research Institute for an amount not to exceed \$33,620 for Task 2 (Porous Roughness Element Study) with the funds to come from the SB 270 Budget Item II.K.

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

*Noes: 0*

*Abstain: 0*

*Absent: Board Members – Stump, Totheroh*

Motion carried 6/0 and so ordered.

B/O #180308-06d

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

- e) Approval of a time extension and expansion of Inyo County Environmental Public Benefit fund expenditure for the Lone Pine Veterans of Foreign War parking lot paving until December 2018.

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

*Noes: 0*

*Abstain: 0*

*Absent: Board Members – Stump, Totheroh*

Motion carried 6/0 and so ordered.

B/O #180308-06e

**Agenda Item #7**

Approval of  
Redirecting  
Unappropriated  
Interest to the PARS  
Pension Trust  
(Action)

**Motion** (Kingsley/Peters) approving redirection of unappropriated interest to the PARS pension trust.

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

*Noes: 0*

*Abstain: 0*

*Absent: Board Members – Stump, Totheroh*

Motion carried 6/0 and so ordered.

B/O #180308-07

**Agenda Item #8**

Keeler Dunes Dust  
Control Project  
Update  
(No Action)

Dr. Grace Holder, Senior Scientist, gave a slideshow presentation on the Keeler Dunes Dust Control Project.  
*(the slideshow presentation is available by request to the Clerk of the Board and is included in the official record.)*

Board member Totheroh arrived at 11:03 am.

**Agenda Item #9**  
Informational Items  
(No Action)

No comments offered.

**Agenda Item #10**  
Board Member  
Reports  
(No Action)

The Board made the following member reports as follows:

Board member Wentworth: invited District staff to the Town of Mammoth Lakes (TOML) to meet with representatives handling the Community Planning Assistance for Wildfire (CPAW) Grant, which was awarded to the TOML, relating to how a fuels-based mitigation program works. The program may benefit the other local communities and act as a model.

Board member Kingsley: noted that this summer there may be a meeting/seminar, sponsored by the California Cattleman's Association, to discuss different ways to conduct controlled burns. There is a state-wide effort to find out ways to do more controlled burns as well as to have more controlled burn days.

Board member Hames: The Calaveras Healthy Impact Product Solutions (CHIPS), a non-profit organization based in Amador and Calaveras counties that partners with indigenous groups to serve as a job training site with multiple opportunities for restoration activities on National forest land within the Lake Tahoe Basin, has partnered up with the Washoe Tribe to address forest restoration and fuels reduction projects.

Board Chair Griffith: added that there is \$200 million in California Climate Investments (CCI) funding for forest health available. However, agencies are running into difficulties due to the funding necessary to complete the application process. Agencies are hoping to find a way to get around those challenges. On another note, former Board member Mary Rawson sends her regard to the Board and staff.

**Agenda Item #11**  
Air Pollution Control  
Officer's Report  
(No Action)

APCO Kiddoo gave a report on the following items:

- 1) The policy meeting requested by DWP in August 2017 was scheduled to happen in January 2018, however, it did not. Staff received notice that the DWP Board of Commissioner representative would speak to the Governing Board representative along with staff, directly. That has yet to occur. Staff is hoping to schedule a policy meeting sometime this spring.
- 2) DWP missed the deadline for Phase 7a to meet compliance for managed vegetation. At a meeting in December prior to the deadline, DWP said they would get back to staff with a proposed pathway forward. As of now, nothing has been received. Staff will be doing a managed vegetation compliance analysis this spring.
- 3) December 31, 2017 was the deadline for Phase 9/10 construction and infrastructure buildout of most of the project. DWP met all of the requirements for areas that had to be shallow flooding or gravel, at that



deadline, however, there was an area at the south end of the lake where they were not able to install infrastructure required to get the managed vegetation operation started. They (DWP) were not able to secure Right of Way from BLM. The City has told the District that they are going to initiate the meet and confer process which we have done. They (DWP) have indicated they would like to file a motion in California Superior Court which retains jurisdiction over this case, the Stipulated Judgement. They have not filed the motion at this time. DWP has been informed if they do file for this motion of relaxation or being excused from controls in this area the District will be there in opposition.

- 4) DWP requested District support for their application to the American Academy of Environmental Engineers and Scientists for Excellence in Environmental Engineering Science Award for their work on Owens Lake. APCO Kiddoo wrote a letter of support. DWP was the recipient of the grand prize for the award. In March, DWP asked the District to support their application to the U.S. Water Alliance for the U.S. Water Prize for the public agency category for their water conservation work. APCO Kiddoo wrote a letter of support.
- 5) The Lee Vining monitoring station is progressing. The next Board meeting will be in Lee Vining with a field trip to the monitoring station to follow.

**Agenda Item #12**  
Confirm Date and  
Location of Next  
Regular Meeting  
(May 10, 2018, in  
Mono County, CA)  
(No Action)

The next regular meeting of the District Governing Board will convene at 10:00 am on May 10, 2018 in Lee Vining, California. The District's Clerk of the Board will find and reserve a handicap accessible meeting room and contact the District Board members as to its location.

**Agenda Item #13**  
**CLOSED SESSION**

The Board convened into closed session at 11:39 am.

### **13. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:**

- a. Russell Covington; Robert Moore; Randy Sipes; Randal Sipes, Jr.; Laborers' International Union of North America Local Union No. 783 vs. Great Basin Unified Air Pollution Control District; Mono County Superior Court, Case No. CV140075; pursuant to subdivision (a) of Section 54956.9 of the California Government Code.
- 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 11:51 am with nothing to report.

**Agenda Item #14**  
Field Trip to Keeler  
Dunes and Owens  
Lake (No Action)

The Board, District staff and members of the public left for the field trip at 11: 51 am.

The field trip concluded at 3:08 pm.

**Adjournment**

The meeting was adjourned by Board Chair Griffith at 3:10 pm. The Board will reconvene in open session at 10:00 am, on Thursday, May 10, 2018 in Lee Vining, California.

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David Griffith, Board Chair

**Attest:**

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Tori DeHaven, Board Clerk



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** District Governing Board

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

**Subject:** Approve Consulting and Service Contracts for Fiscal Year 2018-2019

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The District's total budget for FY 2018-19 contains funds for consulting and service contracts. At this time, staff requests that the Board approve the following budgeted contracts and authorize the Board Chair or the Air Pollution Control Officer to execute the agreements. The contracts will be effective July 1, 2018 and are proportionally dependent on payment of the SB 270 fee for the 2018-19 fiscal year. To save paper, only the contract cover sheets, signature pages, scopes of work, and fee schedules are attached. Full copies of the contracts are available upon request and will also be available for review at the Board meeting.

#### Contracts to be approved:

- 1) Desert Research Institute (DRI) for Consultation Services. The District will be working with experts at DRI on two tasks during the 2018-19 fiscal year. Task 1 involves remote sensing services, and Task 2 involves Owens Lake Science and History. The total budgeted for this contract is \$225,000 (SB 270).
- 2) Ramboll US Corporation for Air Quality Modeling and Hydrologic Evaluation Services – The District has retained the services of Mr. Ken Richmond to conduct Owens and Mono Lake air quality modeling since the 1990's. Mr. Richmond leads a team of scientists for Ramboll US Corporation. The proposed assessment includes \$400,000 for Ramboll to assist the District with the preparation and review of particulate matter air quality modeling at Owens and Mono Lakes and to assist the District with hydrologic evaluation services relating to the Owens Lake Groundwater Workgroup. Air quality modeling is used to help identify areas that cause or contribute to air quality violations at Owens and Mono Lake and is required as part of the Owens Lake Dust ID Program pursuant to District Board Order #080128-01 and the 2014 Stipulated Judgment. The budget (SB 270) contains \$250,000 for Task 1, Air Quality Modeling Services and \$150,000 for Task 2, Hydrologic Evaluation Services.

- 3) Morrison and Foerster for Legal Services – It is estimated that \$250,000 (SB 270) will be needed for legal services to assist the District during FY 2018-19. This amount is an estimate of a reasonable fee to allow the District to respond to any legal challenges with necessary and appropriately qualified legal counsel. SB 270 provides for the annual assessment of fees related to the above projects and other related activities. It is difficult to anticipate the total estimated budget for legal services actions in part because of unpredictable circumstances that could arise not only by LADWP but from other private or public agencies. The District cannot be placed in a position of underestimating the total cost to respond to any and all legal actions. The District must carry out its legal duties under California law to protect the environment and public health. It should be noted that unexpended SB 270 fees can either be re-directed to other approved costs or are credited back to the LADWP the following fiscal year. Mr. Peter Hsiao is the District's primary lead attorney at Morrison & Foerster.
- 4) Inyo County Counsel's Office - The District enters into a contract with the Inyo County Counsel's Office for advice on various legal matters including, but not limited to, personnel issues, labor law, administrative law, procedural matters, and other areas as agreed upon. The District does not have in-house counsel and relies on access to legal advice or representation on a continual basis via the Inyo County Counsel's office. The County Counsels for all three counties act as District Counsel for enforcement matters in their respective counties. The contract amount for 2018-19 is \$12,500, no change from the previous years. (SB 270: \$10,200, District: \$1,800)
- 5) TEAM Engineering - The funds in this portion of the 2018-19 budget (SB 270) are for TEAM Engineering Inc. to assist District staff with ongoing environmental compliance monitoring and special environmental consulting. The primary work to be completed with these funds includes the following two main tasks: 1) tracking of compliance requirements, mitigation measures and provisions associated with Owens Lake dust controls, and 2) archaeological and environmental services related to the Cultural Resource Task Force per the 2013 Stipulated Order of Abatement (2013 SOA) for Phase 7a, the 2014 Stipulated Judgment for Phase 9/10, and the 2016 SIP. The budget (SB 270) contains \$20,000 for Task 1, environmental compliance tracking services and \$200,000 for Task 2, archeological and environmental services related to the Cultural Resource Task Force.

**Fiscal Impact:**

Executing the proposed contracts will encumber \$1,107,500 of fiscal year 2018-19 budgeted funds. The SB-270 budget will fund \$1,105,700 and the District budget will fund \$1,800.

**Board Action:**

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

**Attachment:**

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

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

**INTRODUCTION**

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from JULY 1, 2018 to JUNE 30, 2019 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

**24. AMENDMENT.**

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

**25. NOTICE.**

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

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

**Contractor:**  
Name: Desert Research Institute, Attn: ~~Ergia~~ Beth Large  
Ronchetti, Business Manager  
Address: 2215 Raggio Parkway  
City, State, Zip Reno, NV 89512-1095

**26. ENTIRE AGREEMENT.**

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

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 10th DAY OF May, 2018.

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

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

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

**CONTRACTOR**

By: Diane Samuel, Director of Sponsored Projects

PRINT NAME

  
SIGNATURE

Dated: 4-17-2018

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

Rev 07172017



**ATTACHMENT A**

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

**TERM:**

**FROM: JULY 1, 2018 TO: JUNE 30, 2019**

**SCOPE OF WORK**

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

**Task 1 – Remote Sensing Services**

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

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

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

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

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

**ATTACHMENT B**

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

**TERM:**

**FROM: JULY 1, 2018 TO: JUNE 30, 2019**

**SCHEDULE OF FEES:**

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

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

Hourly rate

**Task 1- Remote Sensing**

Dr. Ken McGwire ..... \$ 212.19

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

Mr. Steven Bacon ..... \$ 146.34

Direct expenses ..... actual costs

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

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



**ATTACHMENT C**

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

**TERM:**

**FROM: JULY 1, 2018 TO: JUNE 30, 2019**

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

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

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

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

Mileage: Mileage will be paid at the Federal standard business rate. For 2018 this rate is 54.5 cents/mile. Miles driven in 2019 will be paid at the Federal standard business rate for 2019.

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

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

**INTRODUCTION**

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from JULY 1, 2018 to JUNE 30, 2019 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

**24. AMENDMENT.**

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

**25. NOTICE.**

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

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

**Contractor:**  
Name: RAMBOLL US CORPORATION  
ATTN: KEN RICHMOND  
Address: 19020 33<sup>RD</sup> AVENUE W SUITE 310  
City, State, Zip LYNNWOOD, WA 98036

**26. ENTIRE AGREEMENT.**

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

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 10TH DAY OF MAY, 2018.

**GREAT BASIN UNIFIED  
AIR POLLUTION CONTROL DISTRICT**

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

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

**CONTRACTOR**

**RAMBOLL US CORPORATION**

By: Eric Albright  
PRINT NAME

  
SIGNATURE

Dated: April 23, 2018

**ATTACHMENT A**

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

**TERM:**

**FROM: JULY 1, 2018 TO: JUNE 30, 2019**

**SCOPE OF WORK**

**Task 1 – Air Quality Modeling Services**

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

**Task 2 – Hydrologic Evaluation Services**

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



**ATTACHMENT B**

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

**TERM:**

**FROM: JULY 1, 2018 TO: JUNE 30, 2019**

**SCHEDULE OF FEES:**

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

Direct expenses: Reimbursed at actual cost.

|                               |                  |
|-------------------------------|------------------|
| PRINCIPAL                     | \$ 255.00 / HOUR |
| PRINCIPAL CONSULTANT          | \$ 255.00 / HOUR |
| SENIOR MANAGING<br>CONSULTANT | \$ 230.00 / HOUR |
| MANAGING CONSULTANT           | \$ 195.00 / HOUR |
| SENIOR CONSULTANT 2           | \$ 163.00 / HOUR |
| SENIOR CONSULTANT 1           | \$ 148.00 / HOUR |
| CONSULTANT 3                  | \$ 128.00 / HOUR |
| CONSULTANT 2                  | \$ 108.00 / HOUR |
| CONSULTANT 1                  | \$ 90.00 / HOUR  |
| DRAFTSPERSON                  | \$ 90.00 / HOUR  |
| SUPPORT                       | \$ 75.00 / HOUR  |

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

**TERM:**

**FROM: JULY 1, 2018 TO: JUNE 30, 2019**

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

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

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

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

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

April 11, 2018

Writer's Direct Contact  
213.892.5731  
PHsiao@mofocom

Via Electronic and U.S. Mail

Mr. Phillip Kiddoo  
Air Pollution Control Officer  
Great Basin Unified Air Pollution Control District  
157 Short Street, Suite 6  
Bishop, CA 93514

Re: Extension of Contract to Perform Legal Services

Dear Phill:

Pursuant to our discussions, Morrison & Foerster, LLP requests that our contract with the Great Basin Unified Air Pollution Control District ("District") be renewed for District's 2018-2019 fiscal year to include a budget of \$225,000 for special legal services (SB 270) and an additional \$25,000 for routine legal services (SB 270) for a total of \$250,000. My hourly rate for this work is \$850/hour. Thank you again for using our firm, we are grateful for this opportunity to work with the District.

Sincerely,



Peter Hsiao

APPROVED AND AGREED TO:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**INTRODUCTION**

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from JULY 1, 2018 to JUNE 30, 2019 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. District shall pay to Contractor the sum total of TWELVE THOUSAND FIVE HUNDRED Dollars and ZERO cents (\$12,500.00) for performance of all of the services and completion of all of the work described in Attachment **A**.

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the District to Contractor for all services and work to be performed under this Agreement shall not exceed TWELVE THOUSAND FIVE HUNDRED (\$12,500) Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.



**26. ENTIRE AGREEMENT.**

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

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 10TH DAY OF MAY, 2018.

**GREAT BASIN UNIFIED  
AIR POLLUTION CONTROL DISTRICT**

**CONTRACTOR**

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

By: \_\_\_\_\_  
PRINT NAME

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

\_\_\_\_\_  
SIGNATURE

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

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

**TERM:**

**FROM: JULY 1, 2018 TO: JUNE 30, 2019**

**SCOPE OF WORK**

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

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

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

**INTRODUCTION**

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the ENVIRONMENTAL CONSULTING services of TEAM ENGINEERING AND MANAGEMENT INC. of BISHOP, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from JULY 1, 2018 to JUNE 30, 2019 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

**24. AMENDMENT.**

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

**25. NOTICE.**

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

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

**Contractor:**  
Name: TEAM ENGINEERING AND  
MANAGEMENT ATTN: NAOMI GARCIA,  
PRESIDENT  
Address: P.O. BOX 1265  
City, State, Zip BISHOP, CA 93515

**26. ENTIRE AGREEMENT.**

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

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 10TH DAY OF MAY, 2018.

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

**CONTRACTOR**

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

By: Naomi J. Garcia \_\_\_\_\_

PRINT NAME

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


  
SIGNATURE

Dated: 4/24/2018 \_\_\_\_\_

**ATTACHMENT A**

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

**TERM:**

**FROM: JULY 1, 2018 TO: JUNE 30, 2019**

**SCOPE OF WORK**

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

**Task 1 – On-Call Environmental Consulting Services**

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

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

**Task 2 – Cultural Resource Task Force**

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

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

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

**ATTACHMENT B**

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

**TERM:**

**FROM: JULY 1, 2018 TO: JUNE 30, 2019**

**SCHEDULE OF FEES:****Professional Fees**

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

**Charges**

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

**ATTACHMENT C**

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

**TERM:**

**FROM: JULY 1, 2018 TO: JUNE 30, 2019**

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

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

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

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

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

Mileage: IRS Rate



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** District Governing Board

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

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

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#### **Summary:**

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

It might also be necessary to carry-over unused funds appropriated for specific spending in the 2017-2018 fiscal year to the 2018-2019 fiscal year. Some of these expenditures are in process, but billing will not be received until after the new fiscal year. We also have service/consulting contracts that will need to be carried over to the 2018-2019 year, as final work and billings will not be completed in this fiscal year. All carryover funds authorized under this authority will be reported to the Board at the next regular meeting after July.

#### **Fiscal Impact:**

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

#### **Board Action:**

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

1. Make transfers and revisions with respect to appropriations approved in the budget during the month of June and July 2018 for the fiscal year end.
2. Carry over appropriated funds for incomplete purchases from the 2017-2018 fiscal year to the 2018-2019 fiscal year.

All transfers, revisions and carryovers will be reported to the Board at the next regular Board meeting after July, 2018.





## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### Board Report

**Mtg. Date:** May 10, 2018  
**To:** District Governing Board  
**From:** Nik Barbieri, Director of Technical Services  
**Subject:** Approve Purchase Order with Campbell Scientific in the Amount of \$28,834.97 for Dust ID Network Dataloggers and Radio Equipment

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#### **Summary:**

The 2017-2018 SB 270 Projects Budget contains funds for maintaining and upgrading the existing Dust ID monitoring networks at Owens Lake and Mono Lake. The attached purchase order is for electronic equipment to monitor sand motion (flux) on the dry lakebeds. The equipment included in the following purchase order is needed to upgrade and maintain existing sites. The new radio and data logging equipment will replace antiquated equipment currently being used on the lake. The total replacement of all older equipment started last year, continues to progress as scheduled, and is expected to take a couple more years to complete.

The District's Dust ID Program determines where and when sand motion occurs on the dried Owens and Mono lakebeds. The District currently has a Sensit network consisting of over 125 Sensit and metrological sites on the Owens playa collecting information 24 hours a day, 7 days a week. Each site is solar powered with capabilities of storing and sending data via radio to the office in Keeler. The District also operates ten Sensit sites on the north shore of Mono Lake. These sites were upgraded last year to have communication equipment. This upgrade has been a huge help to staff in keeping the sites working and having robust data collection. Campbell Scientific equipment are rugged and are designed to withstand the harsh conditions on the lakebed. The District Board has previously designated Campbell Scientific Inc. as a sole source provider.

#### **Fiscal Impact:**

The funds for this purchase order have been budgeted in the SB270 Dust ID Program for 2017-2018. The funds for these purchase orders will come from SB270 Budget, Items II.I.-4.

#### **Board Action:**

District staff recommends that the Governing Board approve and authorize the Board Chair or APCO to sign the attached purchase order with Campbell Scientific Inc. in the total amount of \$28,834.97 for Dust ID Network Dataloggers and Radio Equipment.

#### **Attachment:**

1. Purchase Order with Campbell Scientific

# GREAT BASIN

## PURCHASE ORDER

Unified Air Pollution Control District Purchase Order No.

157 Short Street  
Bishop, California 93514

This number must appear on all related correspondence & invoices.

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

Federal Tax ID No. 43-2106258

Vendor:

Name

Company Campbell Scientific Inc.

Address 815 W. 1800 N

City/State/Zip Logan, Utah 84321-1784

Phone (435) 753-2342 Fax (435) 750-9540

Acct. No. 9957

Reference 160922

Ship to:

Name Nik Barbieri

Company Great Basin Unified Air Poll. Ctrl. Dist.

Address 190 Cerro Gordo

City / State / Zip Keeler, Ca 93530

Phone (760) 876-1803 Fax: (760) 876-8174

Ship Via

Terms Net 30

P.O. Date: 10-May-18

Date Required: ASAP

| Quantity | Units | Description                             | Unit Price | TOTAL       |
|----------|-------|---|------------|-------------|
| 20       | Units | CR800-ST-SW-NC 18621-1                  | \$1,055.55 | \$21,111.00 |
| 5        | Units | RF323-M1 Rintron 28785-1 (453.762MHz)   | \$675.00   | \$3,375.00  |
| 5        | Units | RF500M-SR-SW-PB-J1 21106-18 Radio Modem | \$440.00   | \$2,200.00  |

SubTotal \$26,686.00

Shipping & Handling (estimate) \$80.80

Taxes: Rate: 7.75% \$2,068.17

**TOTAL\* \$28,834.97**

Ordered By: Nik Barbieri

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

**\* Purchase Orders totaling \$500.00 or more must first be:**  
(1) Submitted to the Projects Manager (original + 1 copy); and  
(2) Approved and signed by the APCO prior to ordering.

**BUDGET:** Task # or budget category:

SB 270 100% SB270 II.I-4

SB270 \_\_\_\_\_

Geotherm \_\_\_\_\_ Monitoring

\_\_\_\_\_ Reviewed for PBC Policy (Kiddoo)

\_\_\_\_\_ Budget Log (S. Cash)

\_\_\_\_\_ Fiscal Services (P. Gilpin)

00 Purchase Order (Excel) 1/29/99

0



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** District Governing Board

**From:** Chris Howard

**Subject:** Out-of-state Travel Authorization for the 2018 National Air Monitoring Conference in Portland, Oregon on August 13-16, 2018

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#### Summary:

District Staff is requesting out-of-state travel Board authorization for seven staff members to attend the United States Environmental Protection Agency (EPA) National Ambient Air Monitoring Conference and Air Quality System (AQS) Training in Portland, Oregon. The EPA National Ambient Air Monitoring Conference (Conference) and AQS training are designed for state, local, and tribal agency staff responsible ambient air monitoring. District staff will have the opportunity to learn from national air monitoring experts through trainings, workshops, and technical workshops. District staff requesting approval to attend the conference perform several monitoring and AQS functions as part of their regular job duties and responsibilities. These topics and more will be covered at the Conference. In addition, staff who specialize in either monitoring or AQS will have the opportunity to cross-train, developing a better appreciation of the entire path from data collection to validation to AQS certification. Attendance at this event keeps District staff cutting edge by providing training, skills, and information necessary to prepare for future challenges of documenting and reporting air monitoring data. The seven attendees will be comprised of two Data Systems and Technology Division and five Air Quality Monitoring Division staff members.

#### Specific benefits -

- **Air Quality System (AQS) Training** – The District submits fully validated air monitoring data to AQS quarterly. The AQS contains ambient air pollution data collected by EPA, state, local, and tribal air pollution control agencies from thousands of monitoring stations located across the nation. AQS also contains meteorological data, descriptive information about each monitoring station (including its geographic location and its operator), and data quality assurance/quality control information. AQS users rely upon the system data to assess air quality, assist in Attainment/Non-Attainment designations, evaluate State Implementation Plans for Non-Attainment Areas, perform modeling for permit review analysis, and other air quality management functions. AQS information is also used by EPA to prepare reports for Congress as mandated by the Clean Air Act.

Consent Agenda (Action) – Out-of-state Travel Authorization for the 2018 National Air Monitoring Conference in Portland, Oregon on August 13-16, 2018

May 10, 2018 – Agenda Item No. 4e – Page 1

- **Data Validation Training** – Every year, the District collects hundreds of thousands of particulate and meteorological data records. Once that monitoring data is collected, the District performs rigorous scrutiny of the accuracy of the data through three levels of validation. The Conference will provide several training sessions and workshops focusing on best practices for data validation.
- **Quality Assurance Training** – The District is responsible for meeting ambient air monitoring quality assurance requirements listed in 40 CFR Part 58, Appendix A. The Conference will discuss the recent changes to the CFR. There will also be a focus on performance evaluation programs, technical systems audits and corrective actions, data quality assessments, and the assessment tools available to monitoring organizations, and data certification concurrence reporting.

**Financial Justification** -Funds are available in both the SB270 (95%) and District (5%) budgets to cover the travel costs.

**Fiscal Impact:**

The USEPA National Ambient Air Monitoring Conference, and all associated trainings, workshops, and technical sessions, are free to state, federal, and local air monitoring agencies. The cost of travel to and from Portland, Oregon, including food and lodging, for each person is estimated to be \$2,000. Sufficient funds for travel have been budgeted in both the SB270 and District travel budgets. Total cost is estimated at \$14,000.

**Board Action:**

Staff recommends that the Governing Board approve travel for seven District employees to attend the EPA National Ambient Air Monitoring Conference on August 13-16, 2018, in Portland, Oregon.



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** District Governing Board

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

**Subject:** Acceptance of the Community Air Protection Program Grant from the California Air Resources Board in the Amount of \$5,618 and Authorize the APCO to Sign Grant Documents

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#### **Summary:**

The District has been approved for a grant under the Community Air Protection Program in the amount of \$5,618 for the period March 1, 2018 through April 1, 2021. The funds are to be used for selection of locations, deployment of community air monitoring systems, deployment of fence-line monitoring, development of an expedited schedule for requiring best available retrofit control technology, and/or development of Community Emissions Reduction Programs. District staff continues to operate an emergency monitoring program and anticipates using these funds for community monitoring air quality advisory purposes.

#### **Fiscal Impact:**

Acceptance of this grant will increase District revenues by \$5,618, which is already anticipated in the Fiscal Year 2018-2019 budget.

#### **Board Action:**

Staff requests the board accept the grant and authorize the APCO to sign the grant documents.

#### **Attachment:**

1. Community Air Protection Program Grant Agreement

# GRANT AGREEMENT COVER SHEET

|   |   |                                    |
|---|---|------------------------------------|
| NAME OF GRANT PROGRAM<br><b>Community Air Protection Program</b>            |   | GRANT NUMBER<br><b>G17-CAPP-11</b> |
| GRANTEE NAME<br><b>Great Basin Air Pollution Control District</b>           |   |                                    |
| TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER                           | TOTAL GRANT AMOUNT NOT TO EXCEED<br><b>\$5,618.00</b> |                                    |
| FISCAL GRANT TERM<br><b>FROM: March 1, 2018</b>                             | <b>TO: April 1, 2021</b>                              |                                    |
| PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT<br><b>FROM: March 1, 2018</b> | <b>TO: September 28, 2021</b>                         |                                    |

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

Total Community Air Protection Program Implementation Funds:

Special Terms and Conditions (if Applicable): Grant is contingent on CARB receipt by June 30, 2018 of Board Resolution or minute order authorizing the district to accept the funding and signed cover sheet.

Exhibit A – Grant Provisions

Exhibit A, Attachment 1 – Air District Advance Payment Request Form

Exhibit A, Attachment 2 – Community Air Protection Program Grant Disbursement Request Form

Exhibit B – General Terms and Conditions

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

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

|  |  |  |   |
|--|--|--|---|
| California Air Resources Board   |  | GRANTEE'S NAME (PRINT OR TYPE)<br><b>Great Basin Air Pollution Control District</b>                        |   |
| SIGNATURE OF CARB'S AUTHORIZED SIGNATORY:  |  | SIGNATURE OF GRANTEE<br>(AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)      |   |
| TITLE<br>Administrative Services Division Chief, CARB  | DATE   | TITLE<br>Air Pollution Control Officer   | DATE  |
|  |  | GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)<br>157 Short Street, Bishop, California 93514 |   |
| <b>CERTIFICATION OF FUNDING</b>  |  |  |   |
| AMOUNT ENCUMBERED BY THIS AGREEMENT<br><b>\$5,618.00</b>   | FISCAL YEAR/PROGRAM<br><b>2017-18 / 3530</b> |  | FUND TITLE<br><i>Air Pollution Control Fund</i> |
| PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT<br><b>\$0</b>   | (OPTIONAL USE)                               |  |   |
| TOTAL AMOUNT ENCUMBERED TO DATE<br><b>\$0</b>  | ITEM<br><b>3900-101-0115</b>                 | CHAPTER<br><b>249</b>  | STATUTE<br><b>2017</b>                          |
|  | FISCAL YEAR<br><b>17/18</b>                  |  |   |
| OBJECT OF EXPENDITURE<br><b>1500-702-59501</b>   |  |  |   |
| <i>I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.</i> |  |  |   |
| SIGNATURE OF AIR RESOURCES BOARD BUDGET OFFICE:  |  | DATE<br><b>3/1/18</b>  |   |
| <i>I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.</i>  |  |  |   |
| SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:  |  | DATE<br><b>3/1/18</b>  |   |

**Agenda Item No. 4f - Attachment 1**

**California Air Resources Board (CARB)  
Community Air Protection Program  
GRANT AGREEMENT  
Fiscal Year 2017-2018**

**Grant Provisions:**

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

**3. Program Funding:**

**A. Advance Payment:**

- i. Consistent with the Legislature's direction to expeditiously disburse grants, CARB is providing advance payments of grant awards in a timely manner to support project initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems. Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments.
- ii. Should advance payment be needed for Community Air Protection Program grants, the following grant protections shall apply:

The grantee must complete and submit to CARB for review and approval, an Air District Advance Pay Form, along with each grant disbursement that is requesting advance payment. The Air District Advance Pay Form is attached as Exhibit A, Attachment 1.

1. The advance payment is appropriate for the effective implementation of grants to local air districts. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the grantees interim cash needs.
2. The grantee assumes legal and financial risk of the advance payment.
3. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
4. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section 2 Reporting of this Grant Agreement.
5. This Grant Agreement contains the terms and conditions under which advance payment may be received.

Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement, June 30, 2021 or the reversion date of the appropriation, whichever comes first.

**B. Grant Disbursements:**

- i. CARB will release any disbursements from the total Grant award after the Grantee submits the following to CARB:
  1. A fully executed Grant Agreement; and
  2. Grant Disbursement Request Form attached as Exhibit A, Attachment 2 (Form OCAP/CPB 11/17). The Grantee must



## Exhibit A

include an attachment to this form that documents expenditures for the implementation of the Community Air Protection Program. At a minimum, the attachment must provide information on expenditures, such costs include, selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for best available control technology and best available retrofit control technology considering the highest priority locations, and developing Community Emissions Reduction Programs which includes but is not limited to developing rules, hiring staff, collecting data and reporting.

3. The Grantee must mail completed Grant Disbursement Requests to the CARB Community Air Protection Program Liaison, Ms. Andrea Juarez, or Program designee. Correspondence regarding this grant agreement shall be directed to:

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

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

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

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

- i. Such funds must be reported to CARB.
- ii. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on program, as follows:
  1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method;
  2. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned program funds;

## Exhibit A

3. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs; and
  - iii. Such funds must be fully liquidated or returned to CARB by completion of the program or by June 30, 2021, whichever comes first. Grantee shall report all such funds to CARB annually until complete liquidation or return of funds or June 30, 2021, whichever comes first.
  - iv. Documentation of expenditure made on those funds or returned to CARB must be:
    1. Retained for a minimum of three years after it is generated; and
    2. Provided to CARB in Annual Reports and Final Report.
4. **Grant Amendment:** Grantee recognizes that CARB continues to implement AB 617, including through the development of a Statewide Strategy and Monitoring Plan. Grantee agrees that grant funds may not be used for purposes or activities contrary to the Statewide Strategy or Monitoring Plan. Grantee agrees that this grant agreement may be amended, upon mutual agreement of the parties, to reflect any additional terms needed to ensure consistency with the Statewide Strategy or Monitoring Plan.



Mary D. Nichols, Chair  
 Matthew Rodriguez, CalEPA Secretary  
 Edmund G. Brown Jr., Governor

### Air District Advance Payment Request Form

|                                 |  |                 |
|---------------------------------|--|-----------------|
| <b>Air District:</b>            |  | <b>Date:</b>    |
| <b>Contact Name:</b>            |  | <b>Phone:</b>   |
| <b>Email Address:</b>           |  | <b>Program:</b> |
| <b>Advance Amount Requested</b> |  | <b>\$</b>       |

- ☐ Please check box if small District.

**All Districts Certify:**

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

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

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

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

|  |               |
|--|---------------|
| <b>Air District/Grantee Requester (Signature):</b> | <b>Date:</b>  |
| <b>Printed Name:</b>                               | <b>Title:</b> |
| <b>CARB Approver (Signature):</b>                  | <b>Date:</b>  |
| <b>Printed Name:</b>                               | <b>Title:</b> |

# Exhibit A, Attachment 2

STATE OF CALIFORNIA  
California Environmental Protection Agency  
CALIFORNIA AIR RESOURCES BOARD  
OCAP/CPB (11/17)

## Office of Community Air Protection COMMUNITY AIR PROTECTION PROGRAM GRANT DISBURSEMENT REQUEST FORM

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

☐ Documentation attached for disbursement justification: \_\_\_\_\_ Attachments: \_\_\_\_\_

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

Authorized Official

|            |       |  |
|------------|-------|--|
| Print Name | Title |  |
| Signature  | Date  |  |

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

**General Terms and Conditions:**

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

State.

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

18. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
19. **Personally Identifiable Information:** Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee must safeguard all such information or data which comes into their possession under this agreement in perpetuity, and must not release or publish any such information, data, or financing assistance records.
20. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
21. **Professionals:** For programs involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
22. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
23. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement accepting Community Air Protection Funds for Fiscal Year 2017-2018 by June 30, 2018.
24. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.
25. **Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete expenditure of funds to implement the Community Air Protection Program in an expeditious manner.
26. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
27. **Disbursement Deadline:** The Fiscal Year 2017-2018 Community Air Protection Program Funds specified in this Grant Agreement must be encumbered or expended by June 30, 2019. Grant disbursement requests must be submitted by the Grantee to CARB no later than April 1, 2021 to ensure adequate time for processing prior to the end of the fiscal year. The Community Air Protection Program Fund Grant Disbursement Request Form and Advanced Payment form are incorporated as part of this grant agreement.

## Exhibit B

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





## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** District Governing Board

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

**Subject:** Adoption of Publicly Available Pay Schedules

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#### **Summary:**

In order to meet the California Public Employees' Retirement System (CalPERS) requirements set forth in Government Code § 20636 (b)(1) and California Code of Regulations (CCR) § 570.5, the Governing Board must approve a comprehensive pay schedule for all District positions - including appointed positions - independent from the salary schedules attached to the Memoranda of Understanding or included in Employment Agreements or Personal Services Contracts. The attached pay schedules detail what the Governing Board has already approved in the 2016-2019 Memoranda of Understanding with the employee associations as well as the personal services contract with the APCO. Last year, the Technical Services Specialist position was re-established, and must be added to the appropriate pay schedules for fiscal years 2016-2017, 2017-2018, and 2018-2019.

#### **Board Action:**

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

#### **Attachments:**

1. 2016-2017 Publicly Available Pay Schedule
2. 2017-2018 Publicly Available Pay Schedule
3. 2018-2019 Publicly Available Pay Schedule

# GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

Publicly Available Pay Schedule (CCR 570.5)

Fiscal Year 2016 - 2017

| <u>Position</u>   | <u>Monthly</u>     |             |
|---|--------------------|-------------|
|   | <u>Salary Rate</u> |             |
|   | <u>Low</u>         | <u>High</u> |
| Air Pollution Control Officer                                   | 11,551             |             |
| Deputy Air Pollution Control Officer through 12/31/16           | 10,788             |             |
| Deputy Air Pollution Control Officer through 1/1/17-6/30/17     | 8,310              | 10,101      |
| Director of Technical Services                                  | 6,811              | 8,279       |
| Administrative Projects Manager                                 | 6,610              | 8,035       |
| Sr. Research & Systems Analyst                                  | 6,610              | 8,035       |
| Environmental Compliance Manager                                | 6,480              | 7,877       |
| Senior Scientist  | 6,480              | 7,877       |
| Air Monitoring Specialist                                       | 6,353              | 7,722       |
| Air Quality Specialist II                                       | 6,166              | 7,494       |
| Research & System Analyst II                                    | 5,638              | 6,852       |
| Air Monitoring Technical Specialist                             | 5,311              | 6,455       |
| Air Quality Specialist I  | 5,311              | 6,455       |
| Technical Services Specialist                                   | 5,311              | 6,455       |
| Air Monitoring Technician II                                    | 4,856              | 5,902       |
| Field Services Technician II                                    | 4,856              | 5,902       |
| Research & System Analyst I                                     | 4,856              | 5,902       |
| Administrative Specialist/Permit Coordinator/Clerk of the Board | 4,856              | 5,902       |
| Fiscal Services Technician                                      | 4,856              | 5,902       |
| Field Services Technician I                                     | 4,396              | 5,343       |
| Air Monitoring Technician I                                     | 4,228              | 5,135       |

Revised 05/10/2018

# GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

Publicly Available Pay Schedule (CCR 570.5)

Fiscal Year 2017 - 2018

| <u>Position</u>   | <u>Monthly</u><br><u>Salary Rate</u> |             |
|---|--------------------------------------|-------------|
|   | <u>Low</u>                           | <u>High</u> |
| Air Pollution Control Officer                                   | 11,840                               |             |
| Deputy Air Pollution Control Officer                            | 8,518                                | 10,354      |
| Director of Technical Services                                  | 6,981                                | 8,485       |
| Administrative Projects Manager                                 | 6,776                                | 7,844       |
| Sr. Research & Systems Analyst                                  | 6,776                                | 7,844       |
| Environmental Compliance Manager                                | 6,642                                | 8,074       |
| Senior Scientist  | 6,642                                | 8,074       |
| Air Monitoring Specialist                                       | 6,511                                | 7,915       |
| Air Quality Specialist II                                       | 6,320                                | 7,682       |
| Research & System Analyst II                                    | 5,778                                | 7,024       |
| Air Monitoring Technical Specialist                             | 5,444                                | 6,617       |
| Air Quality Specialist I  | 5,444                                | 6,617       |
| Technical Services Specialist                                   | 5,444                                | 6,617       |
| Air Monitoring Technician II                                    | 4,977                                | 6,050       |
| Field Services Technician II                                    | 4,977                                | 6,050       |
| Research & System Analyst I                                     | 4,977                                | 6,050       |
| Administrative Specialist/Permit Coordinator/Clerk of the Board | 4,977                                | 6,050       |
| Fiscal Services Technician                                      | 4,977                                | 6,050       |
| Field Services Technician I                                     | 4,506                                | 5,477       |
| Air Monitoring Technician I                                     | 4,330                                | 5,263       |

Revised 05/10/2018

# GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

Publicly Available Pay Schedule (CCR 570.5)

Fiscal Year 2018 - 2019

| <u>Position</u>   | <u>Monthly</u>     |             |
|---|--------------------|-------------|
|   | <u>Salary Rate</u> |             |
|   | <u>Low</u>         | <u>High</u> |
| Air Pollution Control Officer                                   | 12,135             |             |
| Deputy Air Pollution Control Officer                            | 8,731              | 10,613      |
| Director of Technical Services                                  | 7,156              | 8,698       |
| Administrative Projects Manager                                 | 6,945              | 8,442       |
| Sr. Research & Systems Analyst                                  | 6,945              | 8,442       |
| Environmental Compliance Manager                                | 6,808              | 8,275       |
| Senior Scientist  | 6,808              | 8,275       |
| Air Monitoring Specialist                                       | 6,674              | 8,112       |
| Air Quality Specialist II                                       | 6,478              | 7,874       |
| Research & System Analyst II                                    | 5,923              | 7,199       |
| Air Monitoring Technical Specialist                             | 5,580              | 6,782       |
| Air Quality Specialist I  | 5,580              | 6,782       |
| Technical Services Specialist                                   | 5,580              | 6,782       |
| Air Monitoring Technician II                                    | 5,102              | 6,201       |
| Field Services Technician II                                    | 5,102              | 6,201       |
| Research & System Analyst I                                     | 5,102              | 6,201       |
| Administrative Specialist/Permit Coordinator/Clerk of the Board | 5,102              | 6,201       |
| Fiscal Services Technician                                      | 5,102              | 6,201       |
| Field Services Technician I                                     | 4,619              | 5,614       |
| Air Monitoring Technician I                                     | 4,438              | 5,395       |

Revised 05/10/2018



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** District Governing Board

**From:** Christopher Lanane

**Subject:** Purchase of Two (2) Filter-Based Particulate Matter Monitors (Partisol 2025i-AV) from Thermo Scientific, A Sole-Source Provider, for \$44,000

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#### **Summary:**

Replacement filter-based particulate matter monitors are needed for the District's NCORE monitoring station. The current instruments in use throughout the District are 15 to 20 years old. The two monitors currently in use at the District's NCORE monitoring station have had many maintenance and repair issues that have plagued the monitors and resulted in both data losses and extensive staff time in attempting to repair them and keep them operating. Data from these monitors provide EPA-regulation-required comparison data for the Teledyne-API T640X continuous PM10, PM2.5, and PM10-2.5 monitor and are used to corroborate those data. They are a necessary part of the NCORE particulate monitoring system.

**Financial Justification** - Funds are available in the District 105 Grant (\$79,000) to cover the cost of replacement monitors.

**Fiscal Impact** - The cost of the particulate monitors is estimated to be \$44,000 from the District's 105 Grant budget.

#### **BOARD ACTION**

Staff recommends the Governing Board authorize the APCO to approve purchase orders for the procurement of two (2) filter-based particulate matter monitors (Partisol 2025i-AV) from Thermo Scientific, a sole-source provider, for \$44,000.

Consent Agenda (Action) – Purchase of Two (2) Filter-Based Particulate Matter Monitors (Partisol 2025i-AV) from Thermo Scientific, A Sole-Source Provider, for \$44,000

May 10, 2018– Agenda Item No. 4h – Page 1



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** District Governing Board

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

**Subject:** Janitorial Services Request for Proposal

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#### Summary:

The District's janitorial service for the Bishop office has been provided by the same company since at least the 2000-2001 fiscal year without being rebid. In light of this, staff determined it was time to put out a Request for Proposal (RFP) for janitorial services. An RFP was released on February 28, 2018. The RFP was advertised in the Inyo Register for three weeks, as well as on the District's website. Direct contact by phone, mail, and/or email was made with six commercial janitorial companies. Three companies attended the mandatory walk through of the offices on March 21, 2018. Two companies submitted sealed bids by the due date of April 13, 2018.

On April 16, the RFP evaluation team opened, read, and scored the proposals. The criteria for the proposals were Qualification of Entity and Key Personnel (25%), Approach to Providing the Requested Scope of Service (25%), and Price Proposal (50%). DNS Solutions, Inc. was the highest scoring responsible bidder with a score of 92.33%. Staff negotiated and refined the contract services to \$14,000.00 per year for the period July 1, 2018 through June 30, 2021, totaling \$42,000.00. Should the District wish to exercise the two one-year options to extend, the annual amount would be increased by the Consumer Price Index (CPI) or 5%, whichever is lowest. Service for the fiscal year 2021-2022 would be capped at \$14,700 and for fiscal year 2022-2023 at \$15,435.00. Options to extend the contract beyond the initial three-year term will require board approval.

It should be noted that as the RFP process was occurring, the District's long-time janitorial contractor had to close his business with no warning and the District office has been without janitorial service since March 27, 2018. It is staff's intention to let a two-month contract for services to DNS Solutions, Inc. in a proportional amount to the RFP bid in the interim; that amount will be under the APCO's signing authority.

#### Fiscal Impact:

The cost of this contract will be \$14,000.00 per year for the first three years of the contract (\$42,000 total), split 85% SB 270 / 15% District. Should the District choose to exercise the options to extend

the contract beyond three years, those costs will be brought back to the Board for approval but will not exceed CPI or 5%, whichever is lower.

**Board Action:**

District staff recommends that the Board:

- a. Declare DNS Solutions, Inc. the Lowest Responsible Bidder for the Request for Proposal for Janitorial Services RFP 2018-01.
- b. Reject all other Bids for RFP 2018-01.
- c. Approve the Contract Between the District and DNS Solutions, Inc. for Janitorial Services for Fiscal Years 2018-2019 through 2020-2021 in the amount of \$14,000.00 Per Year Contingent Upon Approval of Future Budgets.
- d. Authorize the Air Pollution Control Officer to Sign the Contract on Behalf of the District.

**Attachment:**

1. Janitorial Services Contract

**AGREEMENT BETWEEN GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND DNS Solutions, Inc.  
FOR THE PROVISION OF Janitorial SERVICES**

**INTRODUCTION**

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") may have the need for the Janitorial services of DNS Solutions, Inc. of Tarzana, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. INITIAL TERM AND OPTIONS.**

The initial term of this Agreement shall be from July 1, 2018 to June 30, 2021 unless sooner terminated as provided below. In addition, District shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2021 through June 30, 2022
- b. From July 1, 2022 through June 30, 2022

District may exercise such options by giving written notice to Contractor at least sixty (60) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The District may, at its option, and with the approval of the Contractor, extend the term of the Contract for two (2) additional one-year terms, as deemed beneficial to the District, for a total contract period of five (5) years.

The Contractor may apply for a cost adjustment after the third contract year. In order for the rate adjustment to be considered by the District, the Contractor shall be in full compliance with all of the performance standards as established by this Contract. The rate may be adjusted by the Contractor as provided herein solely on the basis of the change in the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles, Riverside, Orange County, provided, however, that those adjustments in rates based solely on the change in CPI-U will not exceed five (5) percent per annum. The Contractor assumes all risks associated with increased costs of service not reflected in the rate adjustments. The Contractor



shall use the CPI-U for the most recent twelve-month period prior to the contract's anniversary date.

### **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 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.

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 \$42,000.00 (initial term); \$ 14,700.00 (option 1); \$ 15,435.00 (option 2); for a total of \$ 72,135.00 Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the District, once a month, an itemized statement of all services and work described in Attachment **A**, which were done at the District's request. This statement will be submitted to the District not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, District shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

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

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

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

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

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

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

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

#### **7. DISTRICT PROPERTY.**

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

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

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

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

## **9. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 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 District is to be considered an employee of Contractor. It is understood by both Contractor and District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

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

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

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

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

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

## **12. CANCELLATION.**

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

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

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

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

## **14. ASSIGNMENT.**

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

## **15. DEFAULT.**

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

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

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

## **17. NONDISCRIMINATION.**

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

**18. CONFIDENTIALITY.**

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. ATTORNEY'S FEES.**

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

**24. AMENDMENT.**

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

**25. NOTICE.**

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

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

**Contractor:**  
Name: DNS Solutions, Inc.  
Address: P.O. Box 571762  
City, State, Zip Tarzana, CA 91367

**26. ENTIRE AGREEMENT.**

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

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 10th DAY OF May, 2018.

**GREAT BASIN UNIFIED  
AIR POLLUTION CONTROL DISTRICT**

**CONTRACTOR**

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

By: \_\_\_\_\_  
PRINT NAME

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

\_\_\_\_\_  
SIGNATURE

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

**ATTACHMENT A**  
**AGREEMENT BETWEEN**  
**GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT**  
**AND DNS Solutions, Inc**  
**FOR THE PROVISION OF JANITORIAL SERVICES**

**TERM:**

**FROM: July 1, 2018 TO: June 30, 2021**

**SCOPE OF WORK**

The purpose of this specification is to define the janitorial services requirements for the facility operated by the District that is included in this contract. The objectives of the District are to secure a timely, consistent, and cost effective janitorial contract from one contractor, to ensure clean and safe office facilities for employees and customers doing business with the District. The work covered in this specification includes furnishing all labor, equipment, some supplies and supervision necessary for complete janitorial service. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices will be provided. The District will consider innovative solutions and alternatives that will best accomplish the desired outcome.

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**GENERAL REQUIREMENTS/PROVISIONS**

The Contractor is responsible for the cleanliness and sanitation of the building. The description of each service area is to be used as a guideline for the Contractor. The description does not attempt to describe every detail or feature of the facility that is to be maintained by Contractor.

The intent of this specification is to define the janitorial services requirements for facility operated by the District included in this contract. In the Janitorial Maintenance Specifications section both the task descriptions and the frequency that each task is to be performed are itemized.

Notwithstanding any other provisions of this proposal, the Contractor warrants that the services, equipment, and supplies furnished shall be of the best quality as specified in this RFP. Such warranties shall include performance, workmanship, labor, and materials.

Contractor is to be aware of the California Labor Code Section 1060 - 1065, regarding displaced janitors. It is the Contractor's responsibility to review this legislation and be familiarized with its content.

**Subcontracting:** No portion of the work covered by these specifications can be subcontracted or assigned without prior approval of the District. Requests to subcontract all or any portion of services required by this contract will be submitted to the District's Administrative Projects Manager, or his/her designee, at least thirty (30) days in advance of the proposed effective date of the subcontract. Contractor shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization.

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## PERFORMANCE STANDARDS

These specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule his/her operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facility, not merely a surface cleaning. Some examples include but are not limited to: floors shall be buffed for a shine, carpeted floors shall be completely and thoroughly vacuumed, windows shall be cleaned to where all film, smudges, and streaks are removed, and the restroom facilities cleaned and polished to approach the sanitary levels of a hospital.

- A. It is the objective of the District to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this contract. To this end, the District is contracting for the complete performance of each cleaning job as specified in this contract. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.
- B. The District's Administrative Projects Manager or designee shall contact the Contractor by telephone or email to notify them of performance issues. The District's Administrative Projects Manager shall also notify the Contractor of written complaint(s) received from building occupants.
- C. The District's Administrative Projects Manager or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, office, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification email.
- D. Major problems require immediate attention and shall be responded to and corrected within two (2) hours. Examples of major problems include, but are NOT limited to: toilets not cleaned, offices not cleaned, or trash not removed, etc. The District's Administrative Projects Manager or designee shall have authority to classify a complaint as major or minor.
- E. Minor problems require correction during the next scheduled normal clean up, however a continuing record of minor complaints shall result in a deduction. Examples of minor problems include, but are not limited to: a trash can not emptied, a small area not vacuumed, etc.

***Failure by the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement.***

- F. Proof of performance and adherence to specifications shall be upon the Contractor. Support shall be supplied by the Contractor at no cost to the District. The District shall be the sole judge as to the adequacy of supporting documentation.
- G. Failure to clean an entire office or discrete area shall result in a separate deduction for nonperformance. In the event the contractor doesn't complete all of the required semiweekly, weekly, or monthly services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies at a mutually agreed upon schedule. After three (3) occurrences of nonperformance within a 12-month period, the District, at its discretion, may begin



default proceedings. The Contractor, to handle an instance of nonperformance, shall send personnel to the missed site within two (2) hours of notification of an event of nonperformance for immediate servicing of that location. However, this shall not relieve the Contractor of being charged the deductions or this counting towards the three (3) occurrences. If the Contractor does not respond in two (2) hours, the District's Administrative Projects Manager may exercise the District's right to terminate for default.

- H. Failure of the Contractor to appear on any scheduled workday without the advance approval of the Administrative Projects Manager, or his designee, shall result in the deduction of the total daily cost.
- I. Contractor billing shall be done on a timely basis. The successful proposer shall submit monthly invoices for work completed in the previous month.

**Expectation:** The contractor shall render the District facilities clean, defined as "free of dirt, pure, spotless, sanitary, sterile, and uncontaminated". This includes timely removal of trash, dirt, dust, cobwebs, and other waste.

**Frequency:** Janitorial services shall be provided two (2) times per week, on Wednesday evening and on Saturday or Sunday (Contractor's preference). The work schedule for completing service requirements is defined in the Janitorial Specifications Section. The task and frequency schedule indicates the minimum acceptable cleaning frequencies. The contractor shall in no way interfere with the normal work of District employees.

**Changes:** Changes in the areas serviced and/or specifications may be necessary during the term of this contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the District and the Contractor. All such changes will be processed through the Administrative Projects Manager. The District reserves the right to add or delete services at any time with 30 days written notice to vendor. If services are requested, the vendor is required to provide a cost estimate detailing them as an attachment to the bid along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

**Deficient Performance:** District reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the District inspection record for the facility, with associated deduction calculation will be furnished to the Contractor prior to a deduction being made. All work determined by the Administrative Projects Manager to be defective or deficient in any of the requirements shall be remedied by the Contractor at Contractor's expense and in a manner acceptable to the District.

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## CONTRACTOR'S RESPONSIBILITY

### Adherence to All Local, State and Federal Laws and Requirements

The Contractor shall adhere to all current applicable federal, state, and local laws, code and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, and the California State Department of Health Services.

### Key Personnel

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions. **It is acceptable to the District that one employee holds multiple positions within this framework as long as they are identified.**

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

The contractor shall be responsible for, but not limited to, the following:

- 1. adherence to schedules
- 2. maintenance or replacement of cleaning equipment
- 3. notifying District of any personnel changes
- 4. training of new personnel

### Supervisors

The Contractor shall provide qualified English-speaking supervision in all areas of operations. The supervisor shall work with District personnel in planning and scheduling work for completion of tasks. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract. **It is acceptable to the District if the supervisor is also the person performing the work, as long as that person is also responsible for the duties in this section.**

The Contractor shall designate in writing to the District's Administrative Projects Manager, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the capability to receive complaints by telephone or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Friday 7:00 a.m. through 5:00 p.m. The Contractor's Project Manager shall be the contract supervisor. The working supervisor shall verify the cleanliness of facilities prior to releasing Contractor personnel each day.

Supervisors shall be thoroughly familiar with the content of the contract specifications and intent of the complete agreement. Any violation by the Contractor's personnel of these requirements, or others established by the District, shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the Administrative Projects Manager, for repeated non-compliance of these requirements.

Contractor shall meet in conference with the District's Administrative Projects Manager or designee at a time to be agreed upon for administration of work, including review of inspection reports if requested.

### Personnel

Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the District, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Administrative Projects Manager immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the District, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied.

1. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.
2. Identification and appearance: The Contractor's work force shall be neat and clean in appearance. Closed-toed shoes shall be worn for proper safety during tasks being performed. Employees shall carry identification with the employee's picture, name and company name on the face of the badge. The Contractor's employees are required to provide proper identification when requested by District personnel. Any employee that does not comply with this requirement shall be required to leave District facilities. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in District facilities.
3. Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, or troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work.
4. Supervision: Contractor shall provide a supervisor who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.
5. Training: Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.
6. Nondiscrimination: The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.

### Employee List

The Contractor shall provide to the District's Administrative Projects Manager or designee an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List data shall indicate personnel by full names. Changes to the list shall be reported, in writing, to the District's Administrative Projects Manager within one working day. Employees terminated by the Contractor shall be reported the same day to the District's Administrative Projects Manager, unless it is after hours, then the next business morning shall be acceptable.

### Removal of Staff

The District requires the Contractor to remove all Contractor personnel from District property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the District, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on District property, or is otherwise unsatisfactory, upon District request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.

### Backup Staff

The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same standards as regular staff. The District reserves the right to request additional backup staff as deemed necessary. **If the Contractor is a one-person operation, you must explain how the requirements under this contract will be met in case of your absence.**

### Unauthorized Personnel

Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the District and shall not be allowed to work in District facilities.

### Prohibited Items

Contractor's employees shall be prohibited in the use or possession of the following items while working on District premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from District facilities and replaced with acceptable personnel.

#### District & Personal Property of District Personnel

The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the District and against unauthorized use of District and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the District facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the District's Administrative Projects Manager within twenty-four (24) hours.

#### Telephones

Telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use '911') and notification to the Bishop Police Department of damage as required in this contract. Any calls to numbers other than those above will be considered a violation of this contract and grounds for immediate termination.

#### Hours of Work

The Contractor shall provide no less than the minimum number of estimated hours per shift as provided in the Contractor's proposal and subsequent contract award. Any amount less than this minimum per building may be deducted from the Contractor's billing. The amount of deduction will be calculated on an hour-for-hour basis, utilizing the Contractor's hourly proposal amount (total dollars divided by total hours). The District shall be the sole judge of any performance discrepancies.

#### Care of Facilities

Contractor's employees shall regularly observe the general condition of all buildings and report problem areas to Contractor's supervisor. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Contractor's employees shall notify the Bishop Police Department by dialing 911 and shall then call the Administrative Projects Manager, or their designee, immediately. Contractor shall report all required non-emergency repairs by contacting the Administrative Projects Manager, or their designee.

1. *Security:* Contractor's personnel shall not be allowed in District facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by District personnel. Keys shall not be left in the door locks. The Janitorial Services contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the Administrative Services Manager or his/her designee. All work spaces shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the contractor will be furnished by the District to designated contractor employee and shall be returned to the District on demand. The contractor is not to assist entry of anyone except contractor, employees or

Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and District personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.

2. *Keys:* The Janitorial Services contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular District facility, the contractor shall be solely responsible for all costs incurred by the District in re-keying the lock system. No keys shall be duplicated.
3. *Damages:* The Janitorial Services Contractor will be responsible for all damages to the facility or contents caused by the Janitorial Services Contractor or their staff during the performance of their duties.
4. *Protection & Restoration:* The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the District, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.
5. *Removal of items:* The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the District in writing.

#### Employee Training Program

The Contractor's employees shall be trained in the following areas, prior to being assigned to work under this contract:

1. Proper cleaning techniques required to perform the standards of the specifications, in accordance with this contract;
2. Specific location training;
3. Contract specification cleaning requirements;
4. All janitorial contract personnel are also required to receive all appropriate safety training in all aspects of custodial/housekeeping operations from the janitorial company. Records to substantiate these requirements must be made available to the District within 24 hours of a request.

#### Safety Program

The Contractor (if more than a one-person operation) shall submit to the District upon request, a written safety program and IIPP. This program shall include at a minimum, detailed training procedures in the following:

1. Safe work habits

2. Safe use of cleaning chemicals (right-to-know) MSDS Sheets
3. Safe use of cleaning equipment
4. The use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment
5. Proper handling of hazardous materials and biological waste (blood-borne pathogens)
6. Recognizing hazardous or other materials, which are not allowed for use in this contract

#### Safety Procedures

All cleaning chemicals shall be stored in properly labeled containers at all times.

Any additional or replacement staff hired throughout the life of the contract shall also complete safety training prior to beginning work in the District facilities.

#### Tools & Equipment

The contractor shall furnish and maintain all equipment necessary for properly maintaining the District building. The contractor shall provide an equipment inventory list, identifying all equipment by age and condition to provide the services required by this contract. Contractor shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to, carpet cleaners, soaps, cleaners, mops, brooms, buffers, ladders, hoses, HEPA vacuum cleaners, trash liners, cleaning rags, and all other cleaning equipment. The District reserves the right to inspect equipment to be used to perform this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

#### Materials & Supplies

All cleaning supplies, materials, and tools used in the performance of this contract shall be of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness required under this contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The District shall have the right to prohibit the use of any process, material, supply or tool which may damage District property, or which may be a risk to employees, the public, or others using District facilities.

The Custodial/Janitorial Services contractor shall provide all other chemicals, supplies, and equipment. All cleaning chemicals and other supplies used by the Custodial/Janitorial Services contractor must be used in accordance with all federal, state, and local laws, comply with Material Safety Data Sheets (MSDS) standards and be used in conjunction with necessary safety equipment. Material Safety Data Sheets (MSDS) must be on-site and available for all chemicals used within a service area on the first day of the contract.

The District will supply all toilet paper, paper towels, toilet seat covers, and hand soap to the Custodial/Janitorial Services contractor. All supplies remain property of the District and may only be used at

the specified site. District shall also provide at its expense all utilities, including lights, power and water. Contractor shall stock and refill all restroom dispensers, as outlined in this section of the RFP document.

#### Cleaning Schedule

1. Cleaning shall not start earlier than sixty (60) minutes after the end of normal business hours (generally 5:00 PM on weekdays).
2. The Contractor shall provide the District's Administrative Projects Manager a monthly schedule showing the estimated number of labor-hours, date to be accomplished, and task to be performed, to accomplish the contract requirements.
3. The Contractor shall maintain a schedule for carpet cleaning and hot water extraction for all District office and provide to the District's Administrative Projects Manager a copy of the monthly completed and scheduled work on the first workday of every month.
4. The Contractor shall maintain a schedule for quarterly interior and exterior window washing and provide to the District's Administrative Projects Manager a copy of the scheduled work a minimum of 1 week in advance, and a copy of the quarterly completed work on the first workday following completion of work.

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#### DISTRICT'S RESPONSIBILITY:

**Contract Administration:** The District Administrative Projects Manager will be responsible for administering this contract. Staff will inspect and approve services provided for compliance to the specifications prior to payment. Questions may be directed to Susan Cash at (760) 872-8211.

**Inspections:** The Administrative Projects Manager or their designee will perform inspections of each area to ascertain compliance to the specifications. A janitorial inspection report will be communicated to the Contractor listing any deficiencies found.

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#### DELIVERABLES REQUIRED OF SUCCESSFUL CONTRACTOR

The successful Contractor(s) shall submit the following items to the District's Administrative Projects Manager or designee ***within thirty (30) days of initiation of the contract award:***

- A. Complete work schedule for semi-weekly, weekly, monthly, quarterly, semi-annual and annual services for all offices;
- B. Schedule of all employees of the Contractor and the offices to which they are assigned, along with the labor-hours to perform the required work at each office;
- C. Copy of the current Material Safety Data Sheet (MSDS) for all chemicals that will be used in the performance of the contract;
- D. List of all cleaning products (brand names) to be utilized, and how each will be used;
- E. Documented list of employee training programs showing that all employees have been trained according to specifications of the proposal prior to the commencement of the contract;



**(Items F through H are required within ten (10) working days from notice of award)**

- F. Appropriate City of Bishop business license;
- G. Copy of Certificate of Insurance which shows compliance with the attached requirements (Attachment C) and naming the District as an additional insured.
- H. Provide a completed and signed W-9 form for your company.

**DEFINITION OF TERMS**

**Carpet Extraction:** Shampoo carpeting using wet extraction machine method.

**Clean:** Remove all dirt, stains and marks with approved cleaner.

**Damp Mop:** Remove all surface dirt and stains with mop and warm water containing detergent or floor cleaner as required.

**Damp Wipe:** Remove surface dirt with damp cloth.

**Disinfect:** To cleanse in order to destroy disease and germs.

**Disinfectant:** A germicidal cleaner for germ control.

**Dust:** Remove all loose dirt and debris. Specially treated cloths shall be used.

**Sanitize:** To cleanse free from dirt and bacteria.

**Scrub:** Remove all dirt, stains and marks with an approved cleaner using a floor machine equipped with scrubbing pad.

**Sweep/Dust Mop:** Remove all loose dirt and litter with dustless-type sweeping tools on tiled floor; in places difficult to sweep, use hair floor brush or vacuum on other hard floors.

**Twice Per Week:** Wednesday evenings and Saturday or Sunday on approved schedule.

**Vacuum:** Remove all surface and embedded dirt, dust and debris using a vacuum cleaner.

**Wash:** Remove all dirt, stains, and marks with approved cleaner; rinse and dry.

## Listing of District Offices

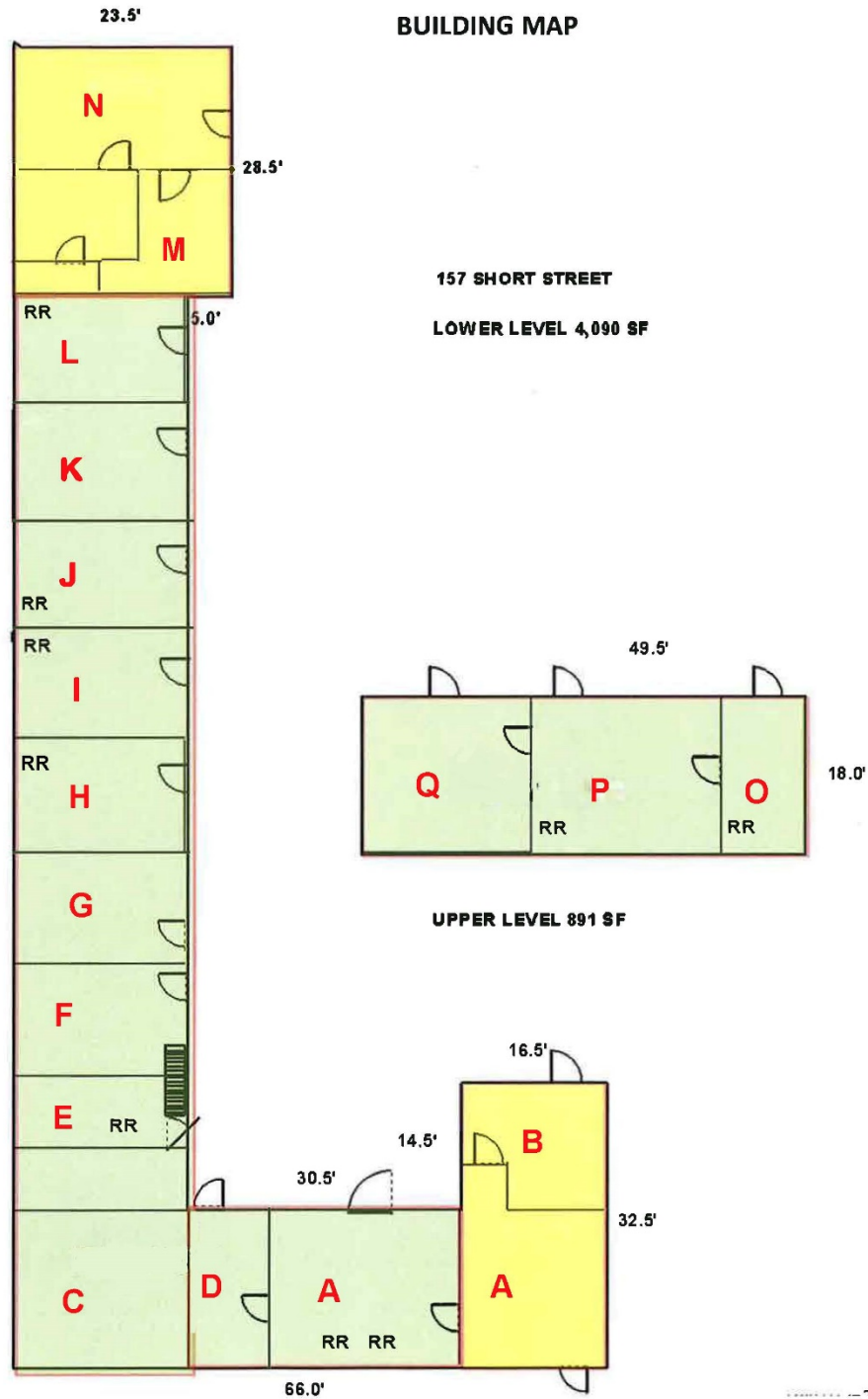
### **DISTRICT OFFICES FOR JANITORIAL SERVICES**

**(all located at 157 Short Street, Bishop, CA 93514)**

- A. Main Office/Reception Area with 2 rest Rooms (RR) and Kitchen
- B. Conference room and outer hallway
- C. Copy/Supply Room
- D. Office - Logan
- E. Office and Rest Room (RR) - Gilpin
- F. Office – Sudomier
- G. Office – Russell
- H. Office with Rest Room (RR)- Howard
- I. Office with Rest Room (RR) – Kiddoo
- J. Office with Rest Room (RR) – Slates
- K. Office - Mitchell
- L. Office with Rest Room (RR) - Lanane
- M. Office – Cash
- N. Office - Double (excluding lab, including file storage) – Thorp
- O. Office with Rest Room (RR) – Holder
- P. Office Double with Rest Room (RR) – Davis/Holt
- Q. Office – Becknell

Floor Plan of District Offices

157 Short Street, Bishop CA 93514



RR = Rest Room

Drawing not to scale

Great Basin Unified Air Pollution Control District  
Standard Contract - No. 124 (Independent Contractor – Term/Options)

Agenda Item No. 5 - Attachment 1

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## JANITORIAL MAINTENANCE SPECIFICATIONS

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The Custodial/Janitorial Services Contractor is responsible for the cleanliness and sanitation of the building. The description of each service area, below, is to be used as a guideline for the Custodial/Janitorial Services Contractor. The description does not attempt to describe every detail or feature of the facility that is to be maintained by the Custodial/Janitorial Services Contractor.

### **AREA: A - MAIN OFFICE/RECEPTION AREA WITH 2 BATHROOMS AND KITCHEN**

#### **SERVICE SCHEDULE – Wednesdays after 6:00 P.M. and one weekend day (TBD)**

##### **Twice Per Week:**

Empty wastebaskets and carry trash out to disposal area, empty recycle bins to collection receptacle, replace liners if torn or soiled (no less than once per month), clean up soiled areas resulting from leaking liners.

Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge clean as needed. Return furniture to proper position.

Completely clean and disinfect restrooms including floors and fixtures. Restock dispensers, refill soap as needed.

Place recycling (Wednesdays) or trash (weekend) receptacle out to curb.

##### **Weekly:**

Spot clean interior and exterior entranceway door and frame.

Dust all horizontal surfaces using a duster or a treated dusting towel.

Spot clean soiled walls and fixtures.

Clean and disinfect all tables and desktops that are free of paperwork.

Clean exterior and interior of microwave and disinfect counter and sink in kitchen.

Damp mop all hard surface floors/clean any mop splatter on walls.

Use shampoo system to remove any large soil spots.

Disinfect all door handles, light switches, and phone receivers.

##### **Monthly:**

Vacuum upholstered seating.

Dust all blinds and window sills.

Vacuum air conditioning/heater vents.

Detail vacuum corners and edges.

Clean accessible baseboards.

Clean cobwebs/dust from walls and ceilings.

##### **Quarterly:**

Clean all windows inside and out.

##### **Semi-annually:**

Clean all accessible carpet using hot water, high pressure extraction system. **If subcontracting, make sure to note in Proposal.**

##### **Annually:**

Power wash screens.

Clean Light Panels

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**AREA: B – CONFERENCE ROOM AND OUTER HALLWAY**

**SERVICE SCHEDULE – One weekend day (TBD)**

**Weekly Activities:**

Empty wastebaskets and carry trash out to disposal area, empty recycle bins to collection receptacle, replace liners if torn or soiled (no less than once per month), clean up soiled areas resulting from leaking liners.

Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge clean as needed. Return furniture to proper position.

Clean and disinfect all tables and desktops that are free of paperwork.

Spot clean soiled walls and fixtures.

Spot clean interior and exterior entranceway door and frame.

Dust all horizontal surfaces using a duster or a treated dusting towel.

Disinfect all door handles, light switches, and phone receivers.

**Monthly:**

Vacuum upholstered seating.

Dust all blinds and window sills.

Vacuum air conditioning/heater vents.

Detail vacuum corners and edges.

Clean accessible baseboards.

Clean cobwebs/dust from walls and ceilings.

**Quarterly:**

Clean all windows inside and out.

**Annually:**

Power wash screens.

Clean all accessible carpet using hot water, high pressure extraction system. **If subcontracting, make sure to note in Proposal.**

Clean light panels.

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**AREA: C – COPY AND SUPPLY AREA**

**SERVICE SCHEDULE – One weekend day (TBD)**

**Weekly Activities:**

Empty wastebaskets and carry trash out to disposal area, empty recycle bins to collection receptacle, replace liners if torn or soiled (no less than once per month), clean up soiled areas resulting from leaking liners.

Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge clean as needed. Return furniture to proper position.

Clean and disinfect all tables and desktops that are free of paperwork.

Spot clean soiled walls and fixtures.

Spot clean interior and exterior entranceway door and frame.

Dust all horizontal surfaces using a duster or a treated dusting towel.

Disinfect all door handles, light switches, and phone receivers.

**Monthly:**

Dust all blinds and window sills.

Vacuum air conditioning/heater vents.

Detail vacuum corners and edges.

Clean accessible baseboards.

Clean cobwebs/dust from walls and ceilings.

**Quarterly:**

Clean all windows inside and out.

**Annually:**

Power wash screens.

Clean all accessible carpet using hot water, high pressure extraction system. **If subcontracting, make sure to note in Proposal.**

Clean light panels.

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**AREA: D, F, G, K, M, Q – ALL SINGLE OFFICES (NO BATH)**

**SERVICE SCHEDULE – One weekend day (TBD)**

**Weekly Activities:**

Empty wastebaskets and carry trash out to disposal area, empty recycle bins to collection receptacle, replace liners if torn or soiled (no less than once per month), clean up soiled areas resulting from leaking liners.

Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge clean as needed. Return furniture to proper position.

Clean and disinfect all tables and desktops that are free of paperwork.

Spot clean soiled walls and fixtures.

Spot clean interior and exterior entranceway door and frame.

Dust all horizontal surfaces using a duster or a treated dusting towel.

Disinfect all door handles, light switches, and phone receivers.

**Monthly:**

Vacuum upholstered seating.

Dust all blinds and window sills.

Vacuum air conditioning/heater vents.

Detail vacuum corners and edges.

Clean accessible baseboards.

Clean cobwebs/dust from walls and ceilings.

**Quarterly:**

Clean all windows inside and out.

**Annually:**

Power wash screens, if applicable.

Clean all accessible carpet using hot water, high pressure extraction system. **If subcontracting, make sure to note in Proposal.**

Clean light panels.

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**AREA: E, H, I, J, L, O ALL SINGLE OFFICES (WITH BATHROOM)**

**SERVICE SCHEDULE – One weekend day (TBD)**

**Weekly Activities:**

Empty wastebaskets and carry trash out to disposal area, empty recycle bins to collection receptacle, replace liners if torn or soiled (no less than once per month), clean up soiled areas resulting from leaking liners.

Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge clean as needed. Return furniture to proper position.

Completely clean and disinfect restroom including floors and fixtures. Restock dispensers, refill soap as needed.

Clean and disinfect all tables and desktops that are free of paperwork.

Spot clean soiled walls and fixtures.

Spot clean interior and exterior entranceway door and frame.

Dust all horizontal surfaces using a duster or a treated dusting towel.

**Monthly:**

- Vacuum upholstered seating.
- Dust all blinds and window sills.
- Vacuum air conditioning/heater vents.
- Detail vacuum corners and edges.
- Clean accessible baseboards.
- Clean cobwebs/dust from walls and ceilings.
- Disinfect all door handles, light switches, and phone receivers.

**Quarterly:**

- Clean all windows inside and out.

**Annually:**

- Power wash screens, if applicable.
- Clean all accessible carpet using hot water, high pressure extraction system. **If subcontracting, make sure to note in Proposal.**
- Clean light panels.

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**AREA: P DOUBLE OFFICE (WITH BATHROOM)****SERVICE SCHEDULE – One weekend day (TBD)****Weekly Activities:**

- Empty wastebaskets and carry trash out to disposal area, empty recycle bins to collection receptacle, replace liners if torn or soiled (no less than once per month), clean up soiled areas resulting from leaking liners.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge clean as needed. Return furniture to proper position.
- Completely clean and disinfect restroom including floors and fixtures. Restock dispensers, refill soap as needed.
- Clean and disinfect all tables and desktops that are free of paperwork.
- Spot clean soiled walls and fixtures.
- Spot clean interior and exterior entranceway door and frame.
- Dust all horizontal surfaces using a duster or a treated dusting towel.
- Disinfect all door handles, light switches, and phone receivers.

**Monthly:**

- Vacuum upholstered seating.
- Dust all blinds and window sills.
- Vacuum air conditioning/heater vents.
- Detail vacuum corners and edges.
- Clean accessible baseboards.
- Clean cobwebs/dust from walls and ceilings.

**Quarterly:**

- Clean all windows inside and out.

**Annually:**

- Power wash screens.
- Clean all accessible carpet using hot water, high pressure extraction system. **If subcontracting, make sure to note in Proposal.**
- Clean light panels.

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**AREA: N DOUBLE OFFICE (NO BATHROOM)**

**SERVICE SCHEDULE – One weekend day (TBD)**

**Weekly Activities:**

Empty wastebaskets and carry trash out to disposal area, empty recycle bins to collection receptacle, replace liners if torn or soiled (no less than once per month), clean up soiled areas resulting from leaking liners.

Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge clean as needed. Return furniture to proper position.

Clean and disinfect all tables and desktops that are free of paperwork.

Spot clean soiled walls and fixtures.

Spot clean interior and exterior entranceway door and frame.

Dust all horizontal surfaces using a duster or a treated dusting towel.

Disinfect all door handles, light switches, and phone receivers.

**Monthly:**

Vacuum upholstered seating.

Dust all blinds and window sills.

Vacuum air conditioning/heater vents.

Detail vacuum corners and edges.

Clean accessible baseboards.

Clean cobwebs/dust from walls and ceilings.

**Quarterly:**

Clean all windows inside and out.

**Annually:**

Clean light panels.

Clean all accessible carpet using hot water, high pressure extraction system. **If subcontracting, make sure to note in Proposal.**



**ATTACHMENT B**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND DNS Solutions  
FOR THE PROVISION OF JANITORIAL SERVICES**

**TERM:**

**FROM: July 1, 2018 TO: June 30, 2021**

**SCHEDULE OF FEES:**

**WEEKLY/SEMI-WEEKLY SERVICES**

| <b>AREA</b>   | <b># of<br/>hours<br/>/service</b> | <b>\$/hour of<br/>service</b> | <b>\$/service</b> | <b># of<br/>services/year</b> | <b>\$ per year</b> |
|---|------------------------------------|-------------------------------|-------------------|-------------------------------|--------------------|
| <b>A – Main Office/Reception Area with 2<br/>Rest Rooms (RR) and Kitchen</b><br>WEDNESDAY SERVICE | <b>.50</b>                         | <b>37.17</b>                  | <b>18.59</b>      | <b>52</b>                     | <b>966.68</b>      |
| <b>A – Main Office/Reception Area with 2<br/>Rest Rooms (RR) and Kitchen</b><br>WEEKEND SERVICE   | <b>.10</b>                         | <b>37.17</b>                  | <b>3.72</b>       | <b>52</b>                     | <b>193.44</b>      |
| <b>B – Conference Room and outer<br/>hallway</b>  | <b>.33</b>                         | <b>37.17</b>                  | <b>12.27</b>      | <b>52</b>                     | <b>638.04</b>      |
| <b>C – Copy and Supply Room</b>   | <b>.33</b>                         | <b>37.17</b>                  | <b>12.27</b>      | <b>52</b>                     | <b>638.04</b>      |
| <b>D, F, G, K, M, Q single office, no Rest<br/>Room (RR)</b>                                      | <b>1.40</b>                        | <b>37.17</b>                  | <b>52.04</b>      | <b>52</b>                     | <b>2706.08</b>     |
| <b>E, H, I, J, L, O Single office with Rest<br/>Room (RR)</b>                                     | <b>2.00</b>                        | <b>37.17</b>                  | <b>74.34</b>      | <b>52</b>                     | <b>3865.68</b>     |
| <b>P – Double office with Rest Room (RR)</b>  | <b>.67</b>                         | <b>37.17</b>                  | <b>24.90</b>      | <b>52</b>                     | <b>1294.80</b>     |
| <b>N – Double Office, no Rest Room (RR)</b>   | <b>.67</b>                         | <b>37.17</b>                  | <b>24.90</b>      | <b>52</b>                     | <b>1294.80</b>     |
| <b>TOTAL WEEKLY/SEMI-WEEKLY SERVICES COST:</b>  |                                    |                               |                   |                               | <b>11597.56</b>    |

### MONTHLY SERVICES

| <b>AREA</b>   | <b># of hours /service</b> | <b>\$/hour of service</b> | <b>\$/service</b> | <b># of services/year</b> | <b>\$ per year</b> |
|---|----------------------------|---------------------------|-------------------|---------------------------|--------------------|
| A – Main Office/Reception Area with 2 Rest Rooms (RR) and Kitchen | .14                        | 27.50                     | 3.85              | 12                        | 46.20              |
| B – Conference Room and outer hallway                             | .14                        | 27.50                     | 3.85              | 12                        | 46.20              |
| C – Copy and Supply Room  | .14                        | 27.50                     | 3.85              | 12                        | 46.20              |
| D, F, G, K, M, Q single office, no Rest Room (RR)                 | .65                        | 27.50                     | 17.88             | 12                        | 214.56             |
| E, H, I, J, L, O Single office with Rest Room (RR)                | .65                        | 27.50                     | 17.88             | 12                        | 214.56             |
| P – Double office with Rest Room (RR)                             | .14                        | 27.50                     | 3.85              | 12                        | 46.20              |
| N – Double Office, no Rest Room (RR)                              | .14                        | 27.50                     | 3.85              | 12                        | 46.20              |
| <b>TOTAL MONTHLY SERVICES COST:</b>                               |                            |                           |                   |                           | <b>660.12</b>      |

### QUARTERLY SERVICES

| <b>AREA</b>   | <b># of hours /service</b> | <b>\$/hour of service</b> | <b>\$/service</b> | <b># of services/year</b> | <b>\$ per year</b> |
|---|----------------------------|---------------------------|-------------------|---------------------------|--------------------|
| A – Main Office/Reception Area with 2 Rest Rooms (RR) and Kitchen | .25                        | 27.67                     | 6.92              | 4                         | 27.68              |
| B – Conference Room and outer hallway                             | .25                        | 27.67                     | 6.92              | 4                         | 27.68              |
| C – Copy and Supply Room  | .25                        | 27.67                     | 6.92              | 4                         | 27.68              |
| D, F, G, K, M, Q single office, no Rest Room (RR)                 | 2.25                       | 27.67                     | 62.26             | 4                         | 249.04             |
| E, H, I, J, L, O Single office with Rest Room (RR)                | 2.25                       | 27.67                     | 62.26             | 4                         | 249.04             |
| P – Double office with Rest Room (RR)                             | .50                        | 27.67                     | 13.84             | 4                         | 55.36              |
| N – Double Office, no Rest Room (RR)                              | .25                        | 27.67                     | 6.92              | 4                         | 27.68              |
| <b>TOTAL QUARTERLY SERVICES COST:</b>                             |                            |                           |                   |                           | <b>664.16</b>      |

### SEMI-ANNUAL SERVICES

| <b>AREA</b>   | <b># of<br/>hours<br/>/service</b> | <b>\$/hour of<br/>service</b> | <b>\$/service</b> | <b># of<br/>services/year</b> | <b>\$ per year</b> |
|---|------------------------------------|-------------------------------|-------------------|-------------------------------|--------------------|
| A – Main Office/Reception Area with 2 Rest Rooms (RR) and Kitchen | 8                                  | 42.75                         | 342.00            | 2                             | 684.00             |
| <b>TOTAL SEMI-ANNUAL SERVICES COST:</b>                           |                                    |                               |                   |                               | <b>684.00</b>      |

### ANNUAL SERVICES

| <b>AREA</b>   | <b># of<br/>hours<br/>/service</b> | <b>\$/hour of<br/>service</b> | <b>\$/service</b> | <b># of<br/>services/year</b> | <b>\$ per year</b> |
|---|------------------------------------|-------------------------------|-------------------|-------------------------------|--------------------|
| A – Main Office/Reception Area with 2 Rest Rooms (RR) and Kitchen | .50                                | 60.25                         | 30.13             | 1                             | 30.13              |
| B – Conference Room and outer hallway                             | .25                                | 60.25                         | 15.06             | 1                             | 15.06              |
| C – Copy and Supply Room  | .25                                | 60.25                         | 15.06             | 1                             | 15.06              |
| D, F, G, K, M, Q single office, no Rest Room (RR)                 | 1.00                               | 60.25                         | 60.25             | 1                             | 60.25              |
| E, H, I, J, L, O Single office with Rest Room (RR)                | 1.00                               | 60.25                         | 60.25             | 1                             | 60.25              |
| P – Double office with Rest Room (RR)                             | .50                                | 60.25                         | 30.13             | 1                             | 30.13              |
| N – Double Office, no Rest Room (RR)                              | .50                                | 60.25                         | 30.13             | 1                             | 30.13              |
| <b>TOTAL ANNUAL SERVICES COST:</b>                                |                                    |                               |                   |                               | <b>241.01</b>      |

**ATTACHMENT C**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND DNS Solutions, Inc.  
FOR THE PROVISION OF JANITORIAL SERVICES**

**TERM:**

**FROM: July 1, 2018 TO: June 30, 2021**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. 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.

**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.

*Special Risks or Circumstances*

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



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** District Governing Board

**From:** Phillip L. Kiddoo, Air Pollution Control Officer

**Subject:** Approval of the 2018 Owens Valley Planning Area Reasonable Further Progress Report for Submittal to the US Environmental Protection Agency

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#### Summary:

The Clean Air Act, Section 189(c)(2), requires submission to the US Environmental Protection Agency (US EPA) a demonstration that each milestone associated with a State Implementation Plan has been met. These milestones must demonstrate reasonable further progress toward attainment of the Federal Air Quality Standard by the attainment date. With the adoption of the 2016 Owens Valley Planning Area State Implementation Plan (2016 SIP), the only associated milestone was the completion of Phase 9/10 dust controls by December 31, 2017.

The attached Reasonable Further Progress (RFP) Report addresses the Phase 9/10 dust control milestone and meets the requirements as set forth in the Clean Air Act and the 2016 SIP. Of the required 3.62 square-mile Phase 9/10 Dust Control Area (DCA), 0.65 square miles were determined to meet Eligible Cultural Resource Area criteria (Rule 433, A.3.; BO #160413-01, paragraphs 2.A and 3.A.) and will be mitigated on a deferred schedule due the presence of significant cultural resource areas if reordered for dust control in the future by the District Governing Board. Additionally, the report contains further pertinent content to provide the US EPA with an update on the Owens Valley Planning Area since the implementation of the 2014 Stipulated Judgment (2014 SJ).

#### 2018 Owens Valley Planning Area

##### Reasonable Further Progress Report Content Overview:

1. Executive Summary
2. Phase 9/10 Milestone
  - a. Map - January 1, 2018 Dust Control Status

Approval of the 2018 Owens Valley Planning Area Reasonable Further Progress Report  
for Submittal to the US Environmental Protection Agency (Action)  
May 10, 2018 – Agenda Item No. 6 – Page 1

3. Additional Owens Lake Updates
  - a. Phase 7a and Phase 7a Transition Areas
  - b. 2017 Emergency Snowmelt Runoff
  - c. Additional Best Available Control Measure (BACM) Contingency Measures
  - d. Shallow Flood Wetness Cover Refinement Test
  - e. Best Available Control Measure Testing
4. Summary of BACM Shallow Flooding Implementation, Monitoring, and Enforcement (January 1, 2015 – March 31, 2018)
  - a. Tillage with Best Available Control Measure Backup
  - b. Brine with Best Available Control Measure Backup
  - c. Dynamic Water Management
5. Water Conservation
6. Future Challenges
7. Conclusion

Appendix A – 2016 and 2017 National Ambient Air Quality Exceedances (NAAQS) with  
From-the lake and Off-Lake Wind Screens

Appendix B – Keeler Dunes Dust Control Project

Although not a requirement of Rule 433 – Control of Particulate Emissions at Owens Lake, District Governing Board Order #160413-01, or the 2016 SIP, an update on the Keeler Dunes Dust Control Project is included as Appendix 2 of the RFP Report. As resolved (Resolution No. 2016-03) by the Governing Board, the control strategy for the 2016 SIP includes the Keeler Dunes Project which was funded by the City with a \$10 million dollar public benefit contribution and implemented by the District pursuant a 2013 settlement agreement, on 194 acres to provide the necessary control efficiency to meet the NAAQS and California Ambient Air Quality Standard (CAAQS) for PM10 in the communities of Swansea and Keeler with scheduled completion in 2016. The settlement agreement provides a release of the City's liability to the District under the District's state law authority for the subject areas as more specifically described in the agreement.

**Board Action:**

Staff recommends that the Board approve the 2018 Owens Valley Planning Areas Reasonable Further Progress Report for submission to the United States Environmental Protection Agency.

**Attachment:**

1. 2018 Owens Valley Planning Areas Reasonable Further Progress Report

Approval of the 2018 Owens Valley Planning Area Reasonable Further Progress Report  
for Submittal to the US Environmental Protection Agency (Action)  
May 10, 2018 – Agenda Item No. 6 – Page 2



## **Owens Valley Planning Area Reasonable Further Progress**

**April 2018**

### **Section 1.**

#### **Executive Summary**

On April 13, 2016, the Great Basin Unified Air Pollution Control District (District) Governing Board adopted and approved;

- 1) District Governing Board Order #160413-01, authorized by California Health & Safety Code Section 42316, requiring the City of Los Angeles Department of Water and Power (City) to install, operate, and maintain additional dust control measures on the dried bed of Owens Lake
- 2) District Rule 433 - Control of Particulate Emissions at Owens Lake
- 3) 2016 Owens Valley PM10 Planning Area Demonstration of Attainment State Implementation Plan (2016 SIP)

Both the California Air Resources Board (CARB) and United States Environmental Protection Agency (USEPA) subsequently approved District Rule 433 and the 2016 SIP. Section 189(c)(2) of the Clean Air Act requires a demonstration to be submitted to the USEPA that each milestone has been met. The only milestone associated with the 2016 SIP was the completion of Phase 9/10 dust controls by December 31, 2017. Submission of this Reasonable Further Progress (RFP) Report to the USEPA details the fulfillment of that requirement.

Best Available Control Measures (BACM) have been applied to 47.8 of the 48.6 square miles (98.4%) of the required PM10 Control Areas (Rule 433, A.1.a. i-iv., Exhibit 1; Board Order #160413-01, section 1 and 3), for the control of particulate emissions at Owens Lake (Figure 1 – Owens Lake PM10 Dust Control Areas – January 1, 2018).

Of the required 3.62 square-mile Phase 9/10 Dust Control Area (DCA), 0.65 square miles were determined to meet Eligible Cultural Resource Area criteria (Rule 433, A.3.; Board Order #160413-01, paragraphs 2.A. and 3.A.) and will be mitigated on a deferred schedule due the presence of significant cultural resource areas if reordered for dust control in the future by the District Governing Board. This is in addition to 0.55 square miles of the 12.7 square miles within the 2006 Dust Control Area Phase 7 Project, determined to meet the same Eligible Cultural Resource Area criteria. Details and specifics of meeting the Phase 9/10 milestone are further addressed in the Phase 9/10 Milestone section of this document.



## Owens Lake PM10 Dust Control Areas - January 1, 2018

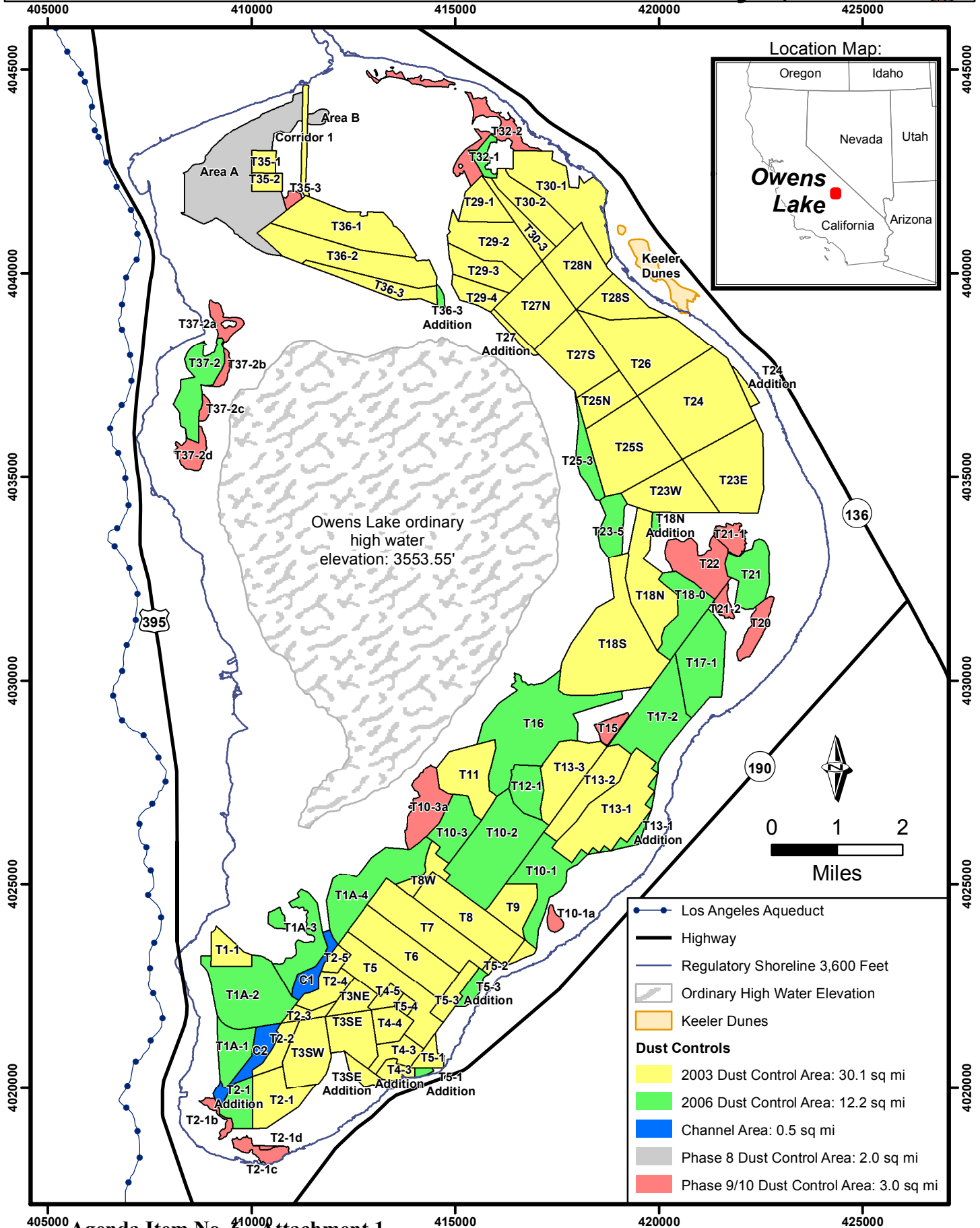


Figure 1. Agenda Item No. 6 - Attachment 1

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Although the primary focus of the RFP Report is the achievement of the Phase 9/10 Milestone, additional RFP content includes several Owens Lake project updates, including: the current status of the Phase 7a and Phase 7a Transition Areas, an update on the 2017 temporary emergency measures installed by the City to redirect the snowmelt runoff and protect at risk existing dust control infrastructure, the status of additional BACM Contingency Measures, Shallow Flood Wetness Cover Refinement Field Testing (SFWCRFT), and other BACM testing at Owens Lake. Each of these updates provides valuable information regarding the success of the 2016 SIP, District Board Order #160413-01, and District Rule 433, including information on the implementation, operation, maintenance, monitoring, and enforcement applied through or resulting from those actions. A comprehensive summary of BACM Shallow Flooding implementation, monitoring, and enforcement since January 1, 2015 through March 31, 2018 provides a thorough explanation of key provisional changes in the 2016 SIP and the ongoing work for successful compliance analyses and evaluations.

The District and the City have acknowledged the need to balance the requirements to control dust emissions and conserve water with the requirements to minimize impacts to cultural and biological resources. With dust controls at Owens Lake currently equal to 35.58 square miles of BACM Shallow Flooding (Table 1), (comprised of 29.5 square miles of Shallow Flooding, 3.55 square miles of Brine with BACM Shallow Flooding Backup, and 2.53 square miles of Tillage with BACM Shallow Flooding Backup) the balance of water conservation and dust control is critical to achieving the requirements contained in District Rule 433 and District Board Order #160413-01. Current BACM operational designations are shown in Figure 2 (Owens Lake Best Available Control Measures – January 1, 2018)

Table 1. Owens Lake Best Available Control Measures

| Best Available Control Measure (BACM) |   | Acres  | Square Miles |
|---------------------------------------|---|--------|--------------|
| Gravel BACM                           |   | 3,450  | 5.39         |
| Managed Vegetation BACM               |   | 3,785  | 5.91         |
| Minimum Dust Control Efficiency       |   | 572    | 0.89         |
| Shallow Flooding BACM                 | Shallow Flooding BACM                     | 18,879 | 29.5         |
|                                       | Brine with BACM Shallow Flooding Backup   | 2,272  | 3.55         |
|                                       | Tillage with BACM Shallow Flooding Backup | 1,622  | 2.53         |
| Undetermined (not controlled)         |   | 773    | 1.21         |
| Total Controlled                      |   | 30,580 | 47.78        |
| Total Area                            |   | 31,353 | 48.99        |

Owens Lake is the single largest dust control project in the United States of America, controlling fugitive PM10 (particulate matter less than 10 micron in aerodynamic diameter) dust emissions from the Nation's largest source area. Due to the enormity and complexity of control strategies across an immense unforgiving landscape, future challenges will inevitably materialize. Foreseeing and working diligently to understand these challenges as they present themselves will be instrumental in the sustainability of the Owens Lake Dust Mitigation Project (OLDMP).

## Agenda Item No. 6 - Attachment 1

**Dust Control Areas**

**Best Available Control Measure**

- Brine
- Gravel
- Managed Vegetation
- Minimum Dust Control Efficiency
- Shallow Flood
- Tillage with BACM Backup
- Keeler Dunes

**Monitors**

- T Tapered Element Oscillating Microbalance (TEOM) Site
- M Meteorological Site
- T&M Tapered Element Oscillating Microbalance (TEOM) & Meteorological Site
- ▲ Sensit
- ↑ Dust Camera (Direction known)
- Regulatory Shoreline 3,600 Feet

Imagery: ESRI World Map (2015 & 2016)

**Figure 2.**



## **Section 2.**

### **Phase 9/10 Milestone**

On December 30, 2014, a Stipulated Judgment (2014 SJ) was entered in favor of the District to provide for the City to continue operation of 45.0 square miles of existing Best Available Control Measure (BACM) PM10 control measures on Owens Lake and to implement 3.62 square miles of additional BACM control measures by December 31, 2017 in order to attain and maintain compliance with state and federal air quality standards (City of Los Angeles, et al. v California Air Resources Board, Sacramento County Superior Court, Case No. 34-2013-80001451-CU-WM-GDS). The additional 3.62 square miles of control measures were lakebed areas identified by the District in the 2011 and 2012 Supplemental Control Requirements Determinations and are collectively referred to as the Phase 9/10 DCAs (see Figure 1. Owens Lake PM10 Dust Control Areas – January 1, 2018).

The 2014 SJ also required the District to prepare a revision to the 2008 Owens Valley Planning Area State Implementation Plan (2008 SIP). This 2016 SIP revision incorporated all requirements of the 2008 SIP, every modification of the 2013 Amendment to the SIP (BO #130916-01), and all provisions contained in the 2014 SJ. The resulting 2016 SIP was approved and adopted along with District Board Order #160413-01, requiring the City to undertake measures to control PM10 emissions from the dried bed of Owens Lake, and District Rule 433 - Control of Particulate Emissions at Owens Lake, by the District Governing Board on April 13, 2016. District Rule 433 and the 2016 SIP were subsequently approved by the State of California Air Resources Board (CARB) on May 19, 2016 and approved by the US EPA with an effective date of April 12, 2017 (82 FR 13390). Section 189(c)(2) of the Clean Air Act requires a demonstration to be submitted to the USEPA that each milestone has been met. The only milestone associated with the 2016 SIP was the completion of Phase 9/10 DCAs by December 31, 2017.

Construction of the Phase 9/10 DCAs by the City officially began on February 17, 2016. Implementation of the control measures required construction of infrastructure for District-approved BACM including Managed Vegetation BACM, Shallow Flooding BACM, and Gravel Blanket BACM. Areas designated as Managed Vegetation BACM were required to have all infrastructure in place by December 31, 2017 but are allowed an additional two years, until December 31, 2019, to achieve full vegetation cover performance criteria compliance requirements.

Within the Phase 9/10 ordered control areas, 418 acres (0.65 square miles) were determined, either prior to or during construction, to contain eligible cultural resources and were avoided per the 2014 SJ and District Board Order #160413-01, extending procedures established in 2013 to the Phase 9/10 areas for the deferral of dust control implementation in areas containing eligible cultural resources as defined by the California Register of Historic Resources. Two separate areas containing sensitive resources, totaling 4.8 acres, which were not determined eligible under the established procedures, were avoided by the City during construction. The City submitted an application to the District in December 2017 for two minor boundary adjustments that per District Board Order #160413-01 included a demonstration by District approved modeling that such adjustments would not have an impact on the ability of the Phase 9/10 area to meet the PM10 control performance criteria. As a result, the District approved both minor boundary adjustments.

During construction, the City was unable to secure the necessary approvals from landowners to implement BACM on all of the ordered Phase 9/10 areas. In the northern portion of the lake, a private landowner did not allow access to a 0.48 acre parcel for dust controls. The City and the District agreed upon a like-kind dust mitigation area exchange as a solution. Gravel Blanket BACM was implemented in a 0.5 acre parcel in lieu of the original 0.48 acre parcel. In the southern portion of the lake, another private landowner initially did not allow access to a 12.4 acre parcel. However, with persistent and continued effort, the City was successfully able to secure a non-exclusive easement for implementation of dust control measures.

The majority (3.3 square miles or 91%) of the 3.62 square-mile Phase 9/10 DCAs are located on California State Lands property. At the request of the California State Lands Commission, during construction, and upon discovery of significant and unique Owens Lake paleontological resources, an 11.88 acre area in the Phase 9/10 project was avoided to protect the site from construction disturbance. A request by the land owner of subsequent monitoring for dust emissions and allowing for the possible removal of the paleontological artifacts from the area was deemed acceptable to the District. At this time, dust controls have not been implemented in the 11.88 acre area.

At the southern end of Owens Lake, the U.S. Bureau of Land Management (BLM) did not approve a right-of-way grant for 19 acres located within the ordered Phase 9/10 DCAs. The City is currently seeking relief from the California Superior Court under the Force Majeure provisions of the 2014 SJ. The District opposes the City's motion and a court hearing is currently scheduled for May 11, 2018.

Following the December 31, 2017 deadline for Phase 9/10 areas, the District began evaluations to determine whether the areas meet the required compliance criteria for each BACM as described in the 2016 SIP, District Board Order #160413-01, and District Rule 433. Acreages of Phase 9/10 BACM DCAs are presented in Table 2. In early January 2018, BACM Gravel Blanket control measures were verified and determined to be in compliance through aerial assessment and field inspections. These inspections also verified the installation and compliance of the like-kind exchange. BACM Shallow Flooding Phase 9/10 areas were determined to meet wetness cover requirements in January 2018 through the use of satellite imagery analysis. Following the initial performance evaluation, regular compliance evaluations occur for all BACM Shallow Flooding areas every eight days (from October 16 to June 30). The Phase 9/10 areas for which BACM Managed Vegetation was installed have two additional years, until December 31, 2019 when evaluation of vegetative cover and distribution will be conducted for compliance with required performance criteria. Infrastructure for BACM Managed Vegetation areas were required to be installed by December 31, 2017. All BACM Managed Vegetation areas, with the exception of the 19 acres for which the City is seeking relief under the Force Majeure clause, have the necessary infrastructure in place to be in compliance with the interim deadline.

Table 2. Acreage of Phase 9/10 BACM Dust Controls

| Best Available Control Measure (BACM) | Phase 9/10 Area* |
|---------------------------------------|------------------|
| Shallow Flooding BACM                 | 319.0 acres      |
| Managed Vegetation BACM               | 147.5 acres      |
| Gravel Blanket BACM                   | 1,423.2 acres    |

*\* Acreage does not include approved avoidance areas*

## **Section 3.**

### **Owens Lake Updates**

#### **Phase 7a and Phase 7a Transition Areas**

In addition to December 31, 2017 marking the deadline for Phase 9/10 areas, the date also marked the final deadline for the 2.2 square miles of area encompassing Phase 7a and 7a Transition Areas where Managed Vegetation BACM was implemented.

The Phase 7a areas are 3.1 square miles of area identified in 2006 and ordered in 2008, 2011, and 2013. The Phase 7a Transition Areas consist of approximately 3.4 square miles of existing BACM Shallow Flooding DCAs that were selected by the City in 2013 to be transitioned to a hybrid BACM which includes Managed Vegetation BACM, BACM Gravel Blanket, and Brine BACM. Brine BACM is a subset of BACM Shallow Flooding that allows for the use of protective brine crusts with BACM shallow flooding backup. The deadline for both Phase 7a and Phase 7a transition areas, as set in the 2013 Stipulated Order of Abatement, was to install and fully operate all BACM by December 31, 2015, except for Managed Vegetation BACM, for which the City was required to achieve fully-compliant Managed Vegetation BACM by December 31, 2017.

Of the total 6.5 square miles encompassing Phase 7a and Phase 7a transition areas, 0.23 square miles (148 acres) of Phase 7a and 1.92 square miles (1,231 acres) of Phase 7a transition were implemented as Managed Vegetation BACM. The vegetation planted was heterogeneous, consisting of mixed locally-adapted plant varieties from a California State Lands Commission-approved list of 48 native species. All previous existing Managed Vegetation BACM areas had been homogenous, consisting of one saltgrass species, *Distichlis spicata*.

The District and the City conducted the necessary field sampling and associated remote sensing to conduct an evaluation of vegetative cover for the Phase 7a and 7a transition areas in the fall of 2017. Based on results of that evaluation, not all the Phase 7a and 7a transition areas designated as Managed Vegetation BACM meet the required vegetative cover and distribution criteria. The District is attempting to work with the City toward a resolution for areas not meeting the required performance criteria.

#### **2017 Emergency Snowmelt Runoff**

On March 20, 2017 the Mayor of the City of Los Angeles (City) issued an emergency declaration for areas adjacent to the City of Los Angeles' Aqueduct, its water gathering facilities, its water delivery facilities and its air quality control facilities located within Mono, Inyo, Kern, Los Angeles Counties and the City of Los Angeles in anticipation of threats posed by the predicted runoff from the above average snowpack for the 2016-2017 winter. The Inyo County Board of Supervisors followed suit on March 28, 2017 adopting a resolution proclaiming the existence of a local emergency for Inyo County resulting from the 2017 precipitation and projected spring runoff conditions. The Owens Valley Planning Area (OVPA) and Owens Lake Dust Mitigation Project (OLDMP) are geographically located entirely in Inyo County.

In previous exceptional runoff years (1969 and 1983), excess water beyond that which can be handled in the Los Angeles Aqueduct (LAA) was largely sent down the lower Owens River into

Owens Lake before dust controls were in place. Serious concerns of dust control infrastructure damage by large uncontrollable flows in the lower Owens River jeopardized the OLDMP.

The City prepared for potential impacts on Owens Lake by improving the water flow path of the Owens River through the Owens Lake delta, armoring the berms along the delta-facing edges of the T29 and T36 dust control areas (DCAs), protecting the western submains that deliver water to the T37-2 DCA, and lining approximately 12 miles of the mainline to protect it from damage associated with floodwater-induced wave action. Installation of all temporary emergency measures and all construction activities were completed in June 2017 at which time the City had already successfully spread a total of 120,872 acre-feet from Pleasant Valley to the LAA Filtration Plant in Sylmar.

Throughout the emergency snowmelt runoff period, the City utilized BACM Shallow Flooding areas as water spreading basins by applying greater amounts of water in DCAs than required to meet wetness cover compliance in order to provide more on-lake water storage capacity. By fall 2017, peak runoff had passed, higher flows through the Owens Lake delta were subsiding, no dust control areas had been negatively impacted, and all OLDMP infrastructure remained intact and undamaged. On September 21, 2017, the District recognized the efforts of the City in successfully accomplishing their stated mission by presenting the City of Los Angeles Department of Water and Power staff with an Acknowledgement of Achievement at the Owens Lake Dust Control Workshop.

### **Additional BACM Contingency Measures**

The Clean Air Act Amendment of 1990 requires State Implementation Plans to provide contingency measures if the area fails to make reasonable further progress, to reach milestones, or to attain the national primary ambient air quality standards by the attainment date (CAA Section 172(c)(9) and 182(c)(9)). The 2016 SIP contingency measures are additional PM10 BACM control measures that will be implemented in case the 2016 SIP control strategy fails to bring the planning area into attainment or if milestones cannot be met.

Per the 2014 SJ, District Board Order #160413-01, and Rule 433, the District will continue to make Additional BACM Contingency Measure determinations at least once per year. These determinations include review as to whether there have been any monitored or modeled exceedances of the PM10 National Ambient Air Quality Standard (NAAQS) from areas on the Owens Lake bed that have not been included in the 2016 SIP control strategy or if implemented controls are not controlling emissions sufficiently to attain the NAAQS. On the basis of this determination, the District may order the City to implement BACM PM10 control measures on additional areas of Owens Lake as a contingency measure such that the total area where the City shall implement BACM PM10 controls is up to 53.4 square miles. These additional control areas need not be contiguous.

Review and analysis of monitored and modeled exceedances by the District was completed in 2016, for the period of July 1, 2014 to June 30, 2016, and in 2017, for the period from July 1, 2016 to June 30, 2017. These determinations have resulted in no additional areas ordered for BACM contingency measure controls to date.

## **Shallow Flooding Wetness Cover Refinement Field Testing**

The 2016 SIP allows the City, with approval of the District's Air Pollution Control Officer (APCO), to transition from one approved BACM to another provided that, with the exceptions discussed below, the performance standard of one or the other BACM is met at all times during the transition. There are three specific exceptions provided for in Appendix D of the District Board Order #160413-01 that provide a procedure for the City to modify a BACM implemented on Owens Lake without meeting the BACM performance requirements. The three specific exceptions are: 1) Adjustments to existing BACM to research different performance standards to achieve the NAAQS at the regulatory shoreline, 2) Research on new BACM, and 3) Transition from one BACM to another that requires a time period where neither BACM's performance standards can be met.

Taking advantage of the provision that allows testing of BACM performance standards, the City worked from 2014-2017 to refine the surface wetness cover performance standard required for BACM Shallow Flooding. The performance standard for BACM Shallow Flooding is defined by a curve that relates the surface wetness cover across a control area to the control efficiency. This curve is referred to as the Shallow Flooding Control Efficiency Curve and determines the surface wetness cover required within a control area.

In the fall of 2014, the City applied to the APCO for a Shallow Flooding Wetness Cover Refinement Field Test (SFWCRFT) to refine the Shallow Flooding Control Efficiency Curve during the 2014-2015 dust year. The work plan and protocol were approved by the APCO and testing began in late spring 2015, after a delayed test setup by the City. Due to the late start of the test, an extension of the test period was approved until June 2016 to allow for testing through the 2015-2016 dust year. Review of the draft report on the results of the test, provided to the District in October 2016 and revised in November 2016, found that the testing was inconclusive, and that additional analysis and field testing would be needed to provide data for refining the Shallow Flooding Control Efficiency Curve to allow lower wetness cover conditions within Shallow Flooding BACM areas.

The City submitted a revised workplan for further testing of the Shallow Flooding Control Efficiency Curve in December 2016 for planned testing in the 2016-2017 dust year. However, in March 2017, the City notified the District that it was suspending the SFWCRFT due to the anticipated high runoff from record snowpack melt in the spring and summer of 2017. The City submitted a new workplan to resume the SFWCRFT in the 2017-2018 dust season which was approved by the APCO in April 2017 provided provision were met. The City was unwilling to modify the workplan as required by the District, resulting in authorization for 2017-2018 dust season being revoked by the APCO in September 2017. At this time, there is no current testing of BACM modifications being conducted on Owens Lake.



## **Best Available Control Measure (BACM) Testing**

The 2016 SIP and District Board Order #160413-01 contain provisions for the City to test and develop new BACM for use on Owens Lake (Paragraph 13 and Attachment D of District Board Order #160413-01). During the period from April 13, 2016, when the District approved the 2016 SIP and District Board Order #160413-01, through the current time of March 2018, the City has not applied to the APCO for any testing of new BACM. However, in the spirit of the 2014 SJ, the District has conducted multiple tests of a potential new waterless BACM called Engineered Roughness Elements (ERE).

The ERE testing work has been conducted by researchers from the Desert Research Institute (DRI) in three phases of field testing and one wind tunnel test. The first two phases of field testing consisted of an array of approximately 1,600 solid elements placed in a regular staggered array in a 100-meter-by-100-meter area with a designed control efficiency of 90%. The first field phase (Phase 1) was conducted from March 2014 to June 2014 in the T1A-4 DCA. The Phase 1 ERE test had to be removed from the lake bed after only three months of operation due to its conflict with construction of the Phase 7a project. Due to the short length of the test, the results of the Phase 1 test were inconclusive. Phase 2 field testing was conducted from May 2015 to June 2016 in the T26 DCA. Results from the Phase 2 testing indicate that the overall target of 90% sand flux reduction was achieved in the interior of the array and recommended that further testing be conducted on a large scale to determine whether EREs can be used to achieve the 99% control efficiency needed for BACM on Owens Lake. Additionally, further work needs to be conducted to determine the most efficient element size and shape and to determine overall feasibility and cost of implementation.

In addition to the first two field tests, the District contracted with DRI to conduct laboratory wind tunnel testing of roughness elements with varying porosity and three-dimensional permeability finding that these elements provide more effective reduction in wind erosion than solid elements. Based on results of wind tunnel testing, the District is currently working with DRI to conduct the Phase 3 field test with a small array of Porous Roughness Elements (PRE). The Phase 3 testing began in April 2017 and will be concluded in June 2018. One of the constraints limiting the first two phases of field testing is that most of the suitable locations for the research on Owens Lake are part of the City's 48.6 square-mile dust control project and are required to meet specific performance standards. Thus, the Phase 3 testing is being conducted at Mono Lake where there is extensive uncontrolled lake bed exposed.

## **Section 4.**

### **Summary of Implementation, Monitoring and Enforcement of BACM Shallow Flooding (January 1, 2015 - March 31, 2018)**

#### **Tillage with BACM Backup**

The 2014 Stipulated Judgment allowed the City to implement Tillage with BACM Backup (TWB<sup>2</sup>) as a dust control on Owens Lake. The control method is to till the lakebed soils deeply to create a rough surface in accordance with performance requirements established by the District. If an area no longer meets the required performance criteria BACM Shallow Flooding is to be used as the backup control method. The District may order reflooding based on failure to meet performance criteria. Additional performance thresholds are established to indicate when the City should perform maintenance activities.

The District has developed a variety of measurement methods for determining the dust control performance of the tilled areas. These methods include: sand motion monitoring, upwind-downwind PM<sub>10</sub> monitoring, visual checks, light detection and ranging (LIDAR) measurements coupled with photogrammetry measurements and induced particulate emissions testing (IPET).

The City began installation of TWB<sup>2</sup> mitigation measures in March 2015 and continued installation through January 2016. The total area originally tilled was 2.93 square miles. Since the implementation of TWB<sup>2</sup>, District staff has conducted over 100 field observations, IPET surveys, and unmanned aerial vehicle (UAV) mapping activities. Since implementation, two areas have been subject to reflood orders by the APCO. The ordered areas were T29 in December 2016 and T2-2 in February 2018. Due to the high levels of spring runoff in 2017, ten of the eleven TWB<sup>2</sup> areas required maintenance during the year. Three areas were leveled and reflooded and have remained flooded since. The total area currently being operated as TWB<sup>2</sup> is 2.51 square miles. A summary District enforcement and City operation and maintenance activities are provided in Table 3.

Table 3. Summary of Tillage with BACM Backup (TWB2) Enforcement and Maintenance

|  |                            | <b>Dust Control Season<br/>(October 15- June 1)</b> |                  |                  |
|--|----------------------------|---|------------------|------------------|
|  |                            | <b>2015-2016</b>                                    | <b>2016-2017</b> | <b>2017-2018</b> |
| TWB2<br>Operation <sup>1</sup>               | Number of Areas            | 11  | 11               | 9                |
|  | Total Area (acres)         | 2,220.5   | 1,963.2          | 1,621.6          |
| Enforcement:<br>District Ordered<br>Refloods | Number of Areas Ordered    | 0   | 1                | 1                |
|  | Total Reflood Area (acres) | 0   | 13.5             | 14.8             |
| Maintenance <sup>2</sup>                     | Number of Areas            | 6   | 10               | 2                |
|  | Maintenance Area (acres)   | 243   | 1449             | 85               |

<sup>1</sup> Operational Designations provided by the City to the District

<sup>2</sup> Data on Maintenance activities based on information provided by the City

## **Brine with BACM Backup**

The 2016 SIP and associated District Board Order #160413-01 and Rule 433 - Control of Particulate Emissions at Owens Lake, include a modification to the Shallow Flooding BACM where the wetness surface cover requirement can be replaced with thick stable surface salt crusts. The modified control measure is called Brine with BACM Backup or Brine BACM. The Brine BACM measure is modeled after the naturally occurring stable areas present on Owens Lake, such as the Brine Pond area, and thick salt deposits at the distal areas of spring and seep outflow.

Compliance of a Brine BACM area is evaluated based on extent and types of surface coverage as well whether the area is determined to be in a potentially emissive state. If a Brine BACM area fails to meet the required compliance criteria, then the APCO may issue either a maintenance order or a re-flood order to re-establish compliant conditions in the area. The performance requirements for Brine BACM areas are provided in Attachment E of District Board Order #160413-01.

The combined areal surface cover of the qualifying component stable surfaces within a Brine BACM area must be at least the percentage required for fully compliant Shallow Flooding BACM. Currently, Shallow Flooding areas requiring 99% emissions control efficiency must have 72% to 75% wetness cover, depending on their location. Similarly, Brine BACM areas requiring 99% control must have 72% to 75% total surface cover (depending on location) of a mix of three stable qualifying surfaces. For areas requiring less than 99% control, the surface coverage of component surfaces shall be determined by the current approved Shallow Flooding control efficiency curve. The three stable surfaces for Brine BACM compliance consist of: standing water, evaporite salt deposits greater or equal to 1.5 centimeters in thickness, and capillary brine salt crust greater or equal to 10 centimeters in thickness.

There are two potential enforcement options should a Brine BACM area, requiring 99% control efficiency, fail to meet the required surface cover requirements. The APCO may issue an order for maintenance activities in a Brine BACM area that does not meet the aggregate cover of qualifying surface provided the total compliant surface cover exceeds 60% or the proportion of capillary brine crust exceeds the allowed one-third of the total required cover, provided the area does not require re-flooding based on IPET results or sand flux conditions. If the total compliant surface cover for areas requiring 99% control falls below 60%, the APCO may issue a re-flood order.

Three evaluations of the surface coverage extent within Brine BACM areas have been performed since the measure was approved for use on Owens Lake in April 2016 and are summarized in Table 4 below. The first evaluation was conducted in April 2016 and included ten Brine BACM DCAs. In this evaluation, three of the Brine BACM areas failed to meet the minimum amount of surface cover of qualifying surfaces. Two of these areas were re-flooded in May 2016 in order to meet the required wetness cover for BACM Shallow Flooding in June 2016. The third area was part of a TwB2 area and was able to come into compliance with Brine BACM requirements by tilling 35 acres and adding them into the adjacent TWB2 area.

The next two surface cover compliance evaluations of Brine BACM areas were conducted in the fall of 2016 and the fall of 2017, at the beginning of each of those respective dust seasons. In the fall 2016 surface cover evaluation, all of the twelve Brine BACM areas were compliant, and met

## **Agenda Item No. 6 - Attachment 1**

the minimum extent of qualifying surfaces. In the fall 2017, fourteen Brine BACM DCAs were evaluated for compliance with surface cover performance standards. Nine of the evaluated DCAs passed the compliance criteria tests for surface coverage extent and five evaluated areas failed. In December 2017, the APCO issued a re-flood order for one of the failed areas and a maintenance order for the remaining four failed areas. Re-flooding was completed in January 2018 and all maintenance work was completed in March 2018. The areas will be reassessed for surface cover extent and compliance in spring 2018, as conditions allow.

In addition to evaluating the surface cover extent of stable surfaces across Brine BACM areas, the District also reviews the sand flux data recorded at sites located within each Brine BACM DCA and conducts visual observations and IPET evaluations, to determine whether surface conditions appear to be deteriorating and the areas are becoming potentially emissive. In the two years of Brine BACM operation, one Brine area had sand flux that exceeded the minimum allowed (5 grams/square centimeter per day) in November 2016. Verification of the elevated sand flux and potentially emissive surface conditions was conducted and the APCO issued a re-flood order for the area to the City in December 2016. The area met Shallow Flooding wetness cover requirements in January 2017.

Overall, enforcement action has been taken three times for Brine BACM areas since April 2016. The first was in May 2016 and required re-flooding of two areas and tillage of a portion of another by the end of the dust season in June 2016. The second enforcement action was taken in December 2016 in response to elevated sand flux in one of the Brine areas that required re-flooding of the area by January 2017. The third enforcement action took place in December 2017 requiring re-flooding of one area and maintenance work in four other areas that failed to meet the minimum required surface cover mix of water and stable salt crusts.

Table 4.

Summary of Brine with BACM Backup (Brine BACM) Enforcement and Maintenance

|  |                                | Dust Control Season |           |           |
|--|--------------------------------|---------------------|-----------|-----------|
|  |                                | 2015-2016*          | 2016-2017 | 2017-2018 |
| Brine Operation  | Number of Areas                | 10                  | 12        | 14        |
|  | Total Area (Acres)             | 924                 | 1,135     | 1,827     |
| <b>Enforcement Actions</b>   |                                |                     |           |           |
| Reflood Orders   | Number of Areas Ordered        | 2                   | 1         | 1         |
|  | Total Reflood Area (Acres)     | 168                 | 31.9      | 49.5      |
| Maintenance Orders   | Number of Areas                | 0                   | 0         | 4         |
|  | Total Maintenance Area (Acres) | 0                   | 0         | 934       |
| <i>* Note: One DCA failed to meet surface cover requirements in the spring of 2016 but was not re-flooded. Instead a portion of the Brine area was tilled and included in the adjacent TWB2 DCA.</i> |                                |                     |           |           |

## Dynamic Water Management

The 2016 SIP for the OVPA and associated District Board Order #160413-01 and Rule 433 - Control of Particulate Emissions at Owens Lake, include a modification to the Shallow Flooding BACM where the annual shallow flood season is modified for select DCAs to allow a shorter duration of required wetness. This modified BACM control measure is called Dynamic Water Management (DWM), which is a joint effort between the City and the District to reduce water use on the lake, while maintaining sufficient emissions reductions to prevent exceedances of the federal PM10 Standard. The regulatory BACM Shallow Flood season is October 16 through June 30. The DWM Modified seasons for Shallow Flood BACM are:

| Oct   | Nov | Dec  | Jan | Feb                                    | Mar | Apr | May | Jun |
|---|-----|--|-----|--|-----|-----|-----|-----|
| Standard Shallow Flood Season<br>October 16 – June 30 |     |  |     |  |     |     |     |     |
| Modified Dust Season #1<br>October 16 – April 30      |     |  |     |  |     |     |     |     |
|   |     | Modified Dust Season #2<br>December 1 – April 30 |     |  |     |     |     |     |
|   |     |  |     | Mod. Dust Season #3<br>Jan 16 – Apr 30 |     |     |     |     |

For eligible areas that are shallow flooded with sprinkler irrigation, the modified DWM seasons are adjusted to provide water two weeks earlier in the beginning of the dust season and one month later at the end of the dust season. The adjustments to the DWM seasons for sprinkler irrigated shallow flooding areas are:

| Oct  | Nov | Dec   | Jan | Feb   | Mar | Apr | May | Jun |
|--|-----|---|-----|---|-----|-----|-----|-----|
| Standard Shallow Flood Season<br>October 16 – June 30    |     |   |     |   |     |     |     |     |
| Sprinkler Modified Dust Season #1<br>October 16 – May 31 |     |   |     |   |     |     |     |     |
|  |     | Sprinkler Modified Dust Season #2<br>November 16 – May 31 |     |   |     |     |     |     |
|  |     |   |     | Sprinkler Mod. Dust Season #3, Jan 1 – May 31 |     |     |     |     |

The DCAs eligible for DWM and their modified dust seasons are mapped on Board Order #160413-01, Exhibit 4. Prior to DWM implementation, the City is required to obtain appropriate approvals, leases and permits. To ensure DWM DCAs are sufficiently non-emissive before and after the Modified Dust Seasons, the City is required to operate sand motion monitoring sites in each DWM DCA. The number of sand motion monitoring sites (from which sand flux can be calculated) required varies with the extent of the areas of dried exposed lakebed. In accordance with Rule 433, Section E, the City shall re-flood a DWM area or sub-area when the sand flux exceeds 5.0 grams per square centimeter per day.

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### DWM implementation

Table 5a provides the number of eligible DWM acres available to LADWP by date in 2017-2018. The total acres of DWM in 2017-2018 was 6,622.5 acres. The actual number of acres implemented by LADWP can vary from the eligible area.

Table 5a. Eligible acres of DWM in 2017-2018

| <b>Dynamic Water Management (DWM)<br/>Modified Season</b> | <b>Eligible acres</b> |
|---|-----------------------|
| DWM approved for late start on 12/1/2017                  | 722.0 acres           |
| DWM approved for late start on 1/16/2018                  | 3,751.9 acres         |
| DWM approved for early finish on 4/30/2018                | 6,622.5 acres         |

In The 2016-2017 and 2017-2018 Dust Years, the City operated 28 sand motion monitoring sites in DWM DCAs. The City provided sand flux data and reports monthly, as well as occasional intra-month data transmissions when an additional sand motion monitoring site sand collection was conducted. During the 2016-2017 and 2017-2018 Dust Years there were two days where the DWM sand flux exceeded 5.0 g/cm<sup>2</sup>/day, as shown in Table 5b.

Table 5b: 2016-2017 and 2017-2018 DWM Sand Flux > 5.0 g/cm<sup>2</sup>/day

| <b>Flux Date</b> | <b>Sand Flux Site</b> | <b>Daily Sand Flux (g/cm<sup>2</sup>/day)</b> | <b>Dust Control Area</b> |
|------------------|-----------------------|---|--------------------------|
| 16-Oct-2016      | 1902                  | 6.75  | T5-3                     |
| 27-Nov-2017      | 1907                  | 72.48   | T10-2_a                  |

As a result of the 16-Oct-2016 sand flux trigger exceedance at T5-3, the District issued an order to reflood. The City complied and the DCA was reflooded.

As a result of the 27-Nov-2017 sand flux trigger exceedance at T10-2a, District staff conducted a site inspection and found that a small subset, consisting of 15.8 acres of the DCA was emissive. The District ordered the City to implement BACM Shallow Flood on the 15.8 acres. The City complied and re-flooded the entire T10-2a DCA.

## **Section 5.**

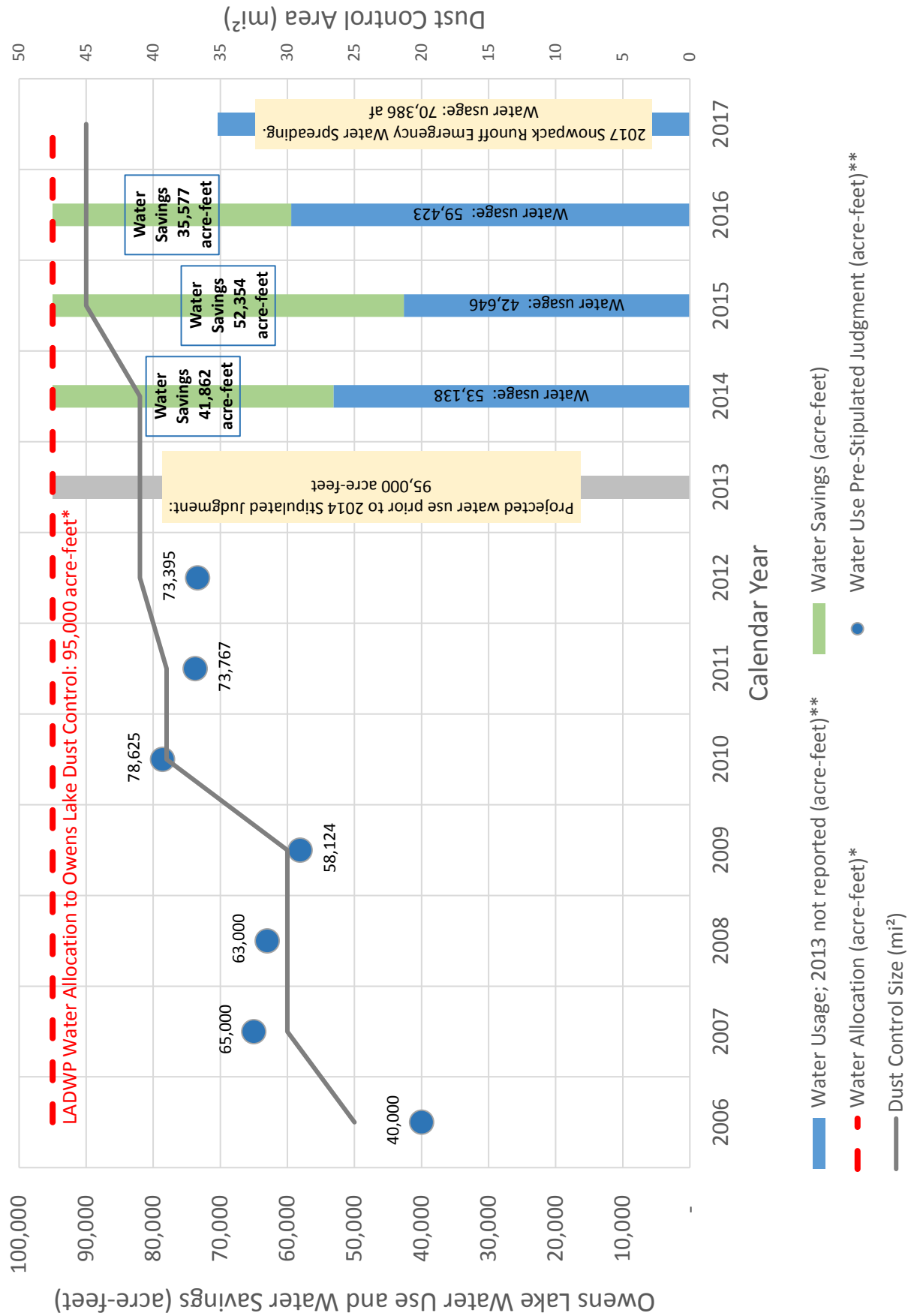
### **Water Conservation**

When the Owens River was diverted from Owens Lake into the Los Angeles Aqueduct by the City of Los Angeles, the exposed bed of the lake dried and became the single largest source of PM10 air pollution in the history of the United States. This source of emissions of fine dust particles creates an enormous danger to public health. When implementation of BACM to control these emissions began, water was utilized for its immediate control effectiveness, environmental benefits, and availability. This project has significantly reduced the amount of harmful air pollution, with estimated emissions reductions totaling over 150,000,000 pounds annually, transforming some of the nation's dirtiest air into some of its cleanest. BACM performance evaluations are measured and confirmed on the surface of Owens Lake with ongoing monitoring as part of the District's Dust Identification program that has been in operation for almost 20 years. Regular BACM performance criteria compliance evaluations and analyses of lake-wide DCAs have proven performance success. To add to the complexity of the solution, water conservation measures have been integrated into BACM Shallow Flooding.

Variations to BACM Shallow Flooding presented in Section 4, Summary of BACM Shallow Flooding Implementation, Monitoring, and Enforcement, include Tillage with BACM Backup, Brine with BACM Backup, and Dynamic Water Management. These water conservation methodologies have been legally defined in the 2014 SJ, 2016 SIP, District Board Order #160413-01, and District Rule 433. The City, facing a water-use demand of 95,000 acre-feet of potable water for dust control at Owens Lake, through modification of District BACM requirements, has saved an average of 43,264 acre-feet of water over the three-year period spanning 2014 – 2017 (Figure 3, Water Conservation). This volume is enough water to serve 86,528 households for one year. In realized average cost savings for the City, the total dollar value is approximately \$21 million per year, since 2014. On March 2, 2018, the District submitted a letter of support for the City of Los Angeles Department of Water and Power's application to the US Water Alliance for the US Water Prize in recognition of this significant achievement.

To date, compliance measurements of BACM Shallow Flooding DCAs consistently show an overall wetness cover well above the performance criteria requirements. Over time, with further infrastructure refinement and more efficient operations at Owens Lake, refining water use to the minimum legally required for dust control purposes has the potential to provide additional water conservation. Overcoming pressing water challenges while maintaining necessary and required dust controls to protect public health have been successful thus far, yet pose likely future challenges as well.

# Owens Lake Dust Control Project





## **Section 6.**

### **Future Challenges**

The more obvious and looming challenge remains simple arithmetic. As of January 1, 2018, only 98.4% of DCAs requiring BACM installation, operation, and maintenance have been completed at Owens Lake by the City. For 2016 SIP attainment demonstration, dust control at 99%-100% efficiency on 48.6 square miles is necessary. The discrepancy between these two conditions have yet to be resolved.

The 1.2 square miles determined to meet the Eligible Cultural Resource Area requirements (Rule 433, A.3.; District Board Order #160413-01, paragraphs 2.A. and 3.A.) that are currently set aside in a state of avoidance and monitoring may be subject to future dust abatement orders. Progress on balancing the requirements to control dust emissions and conserve water with the requirement to minimize impacts to cultural and biological resources, has been minimal. On July 13, 2017, the District Governing Board passed a resolution (Resolution 2017-01) authorizing the APCO and staff to spearhead the nomination of Owens Lake as an archaeological district to the National Register of Historic Places and to collaborate with the Cultural Resources Task Force (CRTF) participants to develop any necessary agreements and plans in order to protect cultural resources while at the same time preventing delays in dust control implementation.

On August 31, 2017, the City announced that the September 11, 2017 CRTF meeting would be the last for the time being because there was no additional work that the City was in a position to undertake due to provisions in the legal agreement that created the CRTF. Disbanding the CRTF because the City had necessary legal release for dust mitigation requirements in Eligible Cultural Resource Areas for the time being, only delays remedies with no progress on solutions and postpones working towards acceptable resolutions prior to areas being re-ordered for control. The District is continuing to work with the Tribes, City, and the CRTF on a nomination of Owens Lake as an archaeological district and on development of a comprehensive management plan. This important shift to a more holistic approach to the issue is in alignment with the National Historic Preservation Act Section 106 as well as with recent California legislation including California Assembly Bill 52 recognizing Tribal Cultural Resources under the California Environmental Quality Act. The District is also working with the CRTF to begin development of dust controls that will be acceptable to the Tribes and other agencies for use in sensitive areas.

In February 2017, the City petitioned the District Hearing Board for a variance for 12.2 square miles of BACM Shallow Flooding DCAs at Owens Lake for removing those areas from service and repairing a water line. The variance was denied, but more importantly, the Hearing provided insight to important vulnerabilities of the tried-and-true Owens Lake dust control abatement program. The valuable lesson learned is that with no backup system and redundancy of infrastructure in place, minor breakdowns can result in extremely large areas of non-compliant BACM for periods of up to a month or more. Performing timely and costly routine maintenance and repairs of critical infrastructure at Owens Lake in the years to come will remain a difficult challenge, but achievable with commitment and vigilance on the part of all involved.

As experienced firsthand with the 2017 Emergency Snowmelt Runoff event, addressing dust control design insufficiencies in preparation for potential dynamic and extreme annual snowpack runoff scenarios will be a monumental challenge. The City is currently working toward developing an Owens Lake Master Plan, hopefully, with consideration of these types of events. Building a resilient and sustainable dust control program into any revision of the design of the OLDMP in preparation for these circumstances is a worthwhile endeavor.

## **Section 7.**

### **Conclusion**

Although this RFP Report primarily addresses events that have occurred during Phases 7, 7a, 9, and 10 of the Owens Lake Dust Mitigation Project, the span of the effort extends back to 1983 and the first Owens Valley SIP. Much work has been done on the part of the District and on the part of the City over these past 35 years. The parties have been at odds as often as they have been in cooperation over that period, nevertheless, the near-complete mitigation of the Owens Lake dust problem has been achieved. The accomplishment of constructing the largest public works project for dust mitigation in the world is no small success.

There will continue to be legal, cultural, and scientific challenges as the District, the City, the Tribes, and land owners move forward in completing the mitigation of those few small areas that remain. During construction of the Phase 9/10 OLDMP, dust emissions at Owens Lake continued to cause exceedance of the federal PM10 standard (Appendix A - 2016 and 2017 National Ambient Air Quality Exceedances with From-the lake and Off-Lake Wind Screens). With Phase 9/10 construction complete, the District will continue to vigilantly monitor and enforce BACM performance criteria in all DCAs to ensure operational success of the dust abatement mitigation measures. Off-Lake PM10 emissions continue to pose the largest challenge for PM10 attainment demonstration within the OVPA.

As resolved (Resolution No. 2016-03) by the Governing Board, the control strategy for the 2016 SIP includes an off-lake dust control in the Keeler Dunes (Appendix B – Keeler Dunes Dust Control Project). This project was funded by the City with a \$10 million-dollar public benefit contribution and implemented by the District pursuant a 2013 settlement agreement between the District and the City on 194 acres to provide the necessary control efficiency to meet the NAAQS and California Ambient Air Quality Standard (CAAQS) for PM10 in the communities of Swansea and Keeler with scheduled completion in 2016. However, the original goal of the project has not been met and efforts to that end continue.

The constancy of the commitment of all parties to protect the public health of the people of the Owens Valley will drive us forward to fully accomplish the goal of clean air.

**Appendix A**

**2016 and 2017 National Ambient Air Quality Exceedances (NAAQS)  
with From-the lake and Off-Lake Wind Screens**

## 2016 NAAQS Owens Lake Shoreline PM10 Exceedances

| Exceedance Date | Monitor Site Name | Daily NAAQS PM10 Average |
|-----------------|-------------------|--------------------------|
| 1/30/2016       | Olancha           | 279                      |
|                 | Stanley           | 166                      |
| 2/1/2016        | Keeler            | 236                      |
| 3/5/2016        | Lizard Tail       | 178                      |
|                 | Shell Cut         | 478                      |
| 3/28/2016       | Keeler            | 159                      |
|                 | North Beach       | 382                      |
|                 | Shell Cut         | 204                      |
| 4/14/2016       | Keeler            | 188                      |
| 4/15/2016       | Keeler            | 198                      |
|                 | North Beach       | 249                      |
| 4/22/2016       | Shell Cut         | 235                      |
| 5/20/2016       | Keeler            | 175                      |
|                 | Shell Cut         | 304                      |
| 6/15/2016       | Shell Cut         | 208                      |
| 10/15/2016      | Shell Cut         | 156                      |
| 10/16/2016      | Keeler            | 201                      |
|                 | Lizard Tail       | 198                      |
|                 | Lone Pine         | 227                      |
|                 | Olancha           | 530                      |
|                 | Shell Cut         | 202                      |
| 10/17/2016      | Shell Cut         | 326                      |
| 10/30/2016      | Dirty Socks       | 170                      |
|                 | Shell Cut         | 213                      |
| 11/16/2016      | Keeler            | 249                      |
|                 | Lizard Tail       | 446                      |
|                 | North Beach       | 284                      |
|                 | Olancha           | 246                      |
| 12/2/2016       | Olancha           | 161                      |
| 12/15/2016      | Shell Cut         | 227                      |

| From-the-lake PM10 Concentration >150 |
|---------------------------------------|
| No                                    |
| No                                    |
| No                                    |
| Yes                                   |
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| Off-lake PM10<br>Concentration >150 |
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| Yes                                 |
| Yes                                 |
| Yes                                 |
| No                                  |
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## 2017 NAAQS Owens Lake Shoreline PM10 Exceedances

| Exceedance Date | Monitor Site Name | Daily NAAQS PM10 Average |
|-----------------|-------------------|--------------------------|
| 3/4/2017        | Lizard Tail       | 203                      |
| 3/5/2017        | Dirty Socks       | 768                      |
|                 | Keeler            | 171                      |
|                 | Lizard Tail       | 403                      |
|                 | Shell Cut         | 540                      |
| 3/18/2017       | Lizard Tail       | 178                      |
| 3/24/2017       | Lizard Tail       | 183                      |
| 3/27/2017       | Dirty Socks       | 235                      |
|                 | Olancho           | 218                      |
| 3/30/2017       | Dirty Socks       | 247                      |
|                 | Keeler            | 512                      |
|                 | Lizard Tail       | 1015                     |
|                 | Mill Site         | 397                      |
|                 | North Beach       | 555                      |
|                 | Olancho           | 334                      |
|                 | Shell Cut         | 279                      |
| 3/31/2017       | Dirty Socks       | 240                      |
|                 | Keeler            | 1170                     |
|                 | Lizard Tail       | 1222                     |
|                 | Mill Site         | 376                      |
|                 | North Beach       | 615                      |
|                 | Olancho           | 810                      |
|                 | Shell Cut         | 167                      |
| 4/6/2017        | Dirty Socks       | 182                      |
|                 | Lizard Tail       | 223                      |
|                 | North Beach       | 185                      |
|                 | Shell Cut         | 170                      |
|                 | Stanley           | 429                      |
| 4/7/2017        | Dirty Socks       | 2164                     |
|                 | Lizard Tail       | 297                      |
|                 | Lone Pine         | 261                      |
|                 | North Beach       | 218                      |
|                 | Shell Cut         | 784                      |
| 4/12/2017       | Dirty Socks       | 167                      |
| 4/13/2017       | Dirty Socks       | 213                      |
|                 | Shell Cut         | 483                      |
| 6/11/2017       | Keeler            | 205                      |
| 9/21/2017       | Shell Cut         | 229                      |
| 10/8/2017       | Keeler            | 269                      |
|                 | Olancho           | 282                      |
| 11/27/2017      | Dirty Socks       | 199                      |
|                 | Keeler            | 326                      |
|                 | Shell Cut         | 184                      |
| 12/16/2017      | Keeler            | 238                      |
| 12/20/2017      | Lizard Tail       | 192                      |
|                 | North Beach       | 172                      |

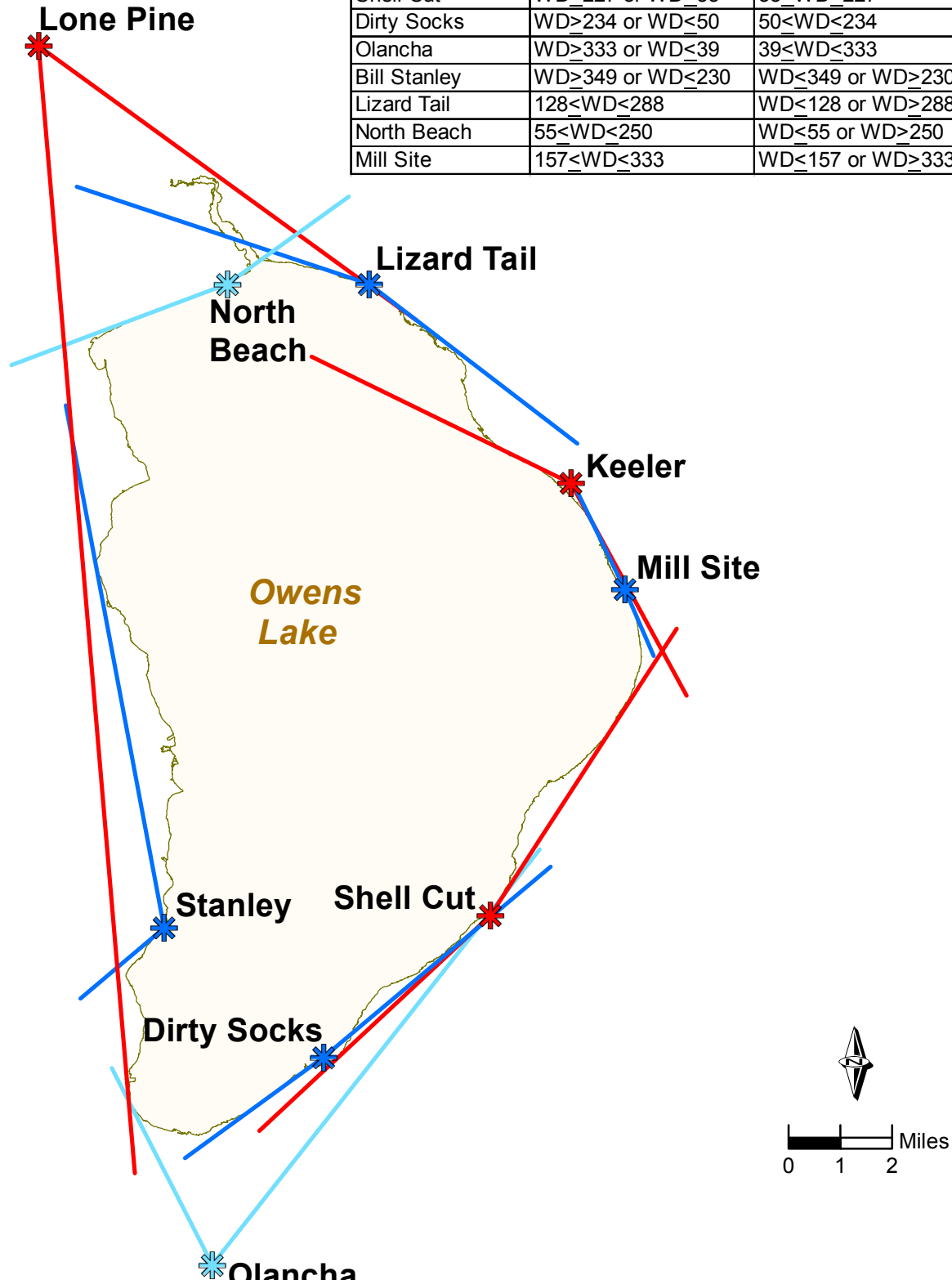
| From-the-lake PM10 Concentration >150 |
|---------------------------------------|
| Yes                                   |
| No                                    |
| Yes                                   |
| Yes                                   |
| Yes                                   |
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| Yes                                   |
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| Off-lake PM10<br>Concentration >150 |
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# Map of From-the-lake and Off-Lake Wind Screens

| <i>PM<sub>10</sub> Monitor Site</i> | <b>From-the-Lake</b><br><i>Wind Dir. (Deg.)</i> | <b>Off-Lake</b><br><i>Wind Dir. (Deg.)</i> | <i>Met Tower</i> |
|-------------------------------------|---|--|------------------|
| Lone Pine                           | 126<WD≤176                                      | WD≤126 or WD>176                           | Lone Pine        |
| Keeler                              | 151<WD≤296                                      | WD≤151 or WD>296                           | Keeler           |
| Shell Cut                           | WD>227 or WD≤33                                 | 33<WD≤227                                  | Shell Cut        |
| Dirty Socks                         | WD>234 or WD≤50                                 | 50<WD≤234                                  | Dirty Socks      |
| Olancha                             | WD>333 or WD≤39                                 | 39<WD≤333                                  | Olancha          |
| Bill Stanley                        | WD>349 or WD≤230                                | WD≤349 or WD>230                           | Bill Stanley     |
| Lizard Tail                         | 128<WD≤288                                      | WD≤128 or WD>288                           | Lizard Tail      |
| North Beach                         | 55<WD≤250                                       | WD≤55 or WD>250                            | North Beach      |
| Mill Site                           | 157<WD≤333                                      | WD≤157 or WD>333                           | Mill Site        |



**Appendix B**  
**Keeler Dunes**  
**Dust Control Project**

## **Appendix B**

### **Keeler Dunes Dust Control Project**

The Keeler Dunes Dust Control Project is fundamentally a vegetation mitigation measure that encompasses an area of 194 acres above the Owens Lake shoreline (Figure B.1). The overall goal of the project is to reduce the PM10 impacts from the dunes through the establishment of a stable vegetated dune system. Similar systems can be found in many locations around Owens Lake and also existed at one time in the Keeler area. Additionally, the system must require minimal long-term operation and maintenance efforts. The initial project design was to establish control of the active dunes by strategic placement of an array of straw bales across the surface. Planting of native shrubs within the straw bale array ultimately provides the long-term control mechanism of the emissions from the dunes as the plants grow and mature and as the straw bales deteriorate.

The Keeler Dunes Dust Control Project began in 2014 and is now in its fourth year of work activities. The original design for the Keeler Dunes project included two phases of work: an initial build/plant/irrigate phase and a second and final plant/irrigate phase. The first phase lasted approximately 9-10 months starting in the fall of 2014 and consisted of the main construction activities, including building the irrigation system and initial bale placement, planting and irrigation). The second phase consisted of maintenance and operation activities ending in December 2017. It was thought that after three growing seasons the plants would be sufficiently established such that they would be able to survive with little to no long-term maintenance, that the irrigation system could be removed, and that the project would be self-sustaining. That thinking did not account for the ever-changing nature of the Owens Lake environs and the logistical issues associated with obtaining plants and straw for the project.

During the first year of the project, problems obtaining the straw (certified weed-free) and plant material delayed 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 required plants, a second nursery was contracted to grow the plant stock for the project for 2016 and 2017. The delays in obtaining the materials for the project combined with the unforeseen difficulties in plant establishment and greater difficulty in controlling the dunes in the southern portion of the project, than originally projected caused the entire project to fall behind schedule requiring additional work well beyond the original December 2017 project end date.

Several design changes have been made to improve overall project success. Some of the changes made include: using bale mounds (involving multiple bales) as roughness elements instead of single bales to better mimic the existing landscape and to more effectively mitigate the higher levels of sand motion found in the southern portion of the project; adding irrigation periods to provide the young plants with more water each year; and, adjusting planting schedules and cultivation methods. All of these changes have improved the level of dust control within the dunes and thus, the overall success of the project, but have further delayed the project end date.



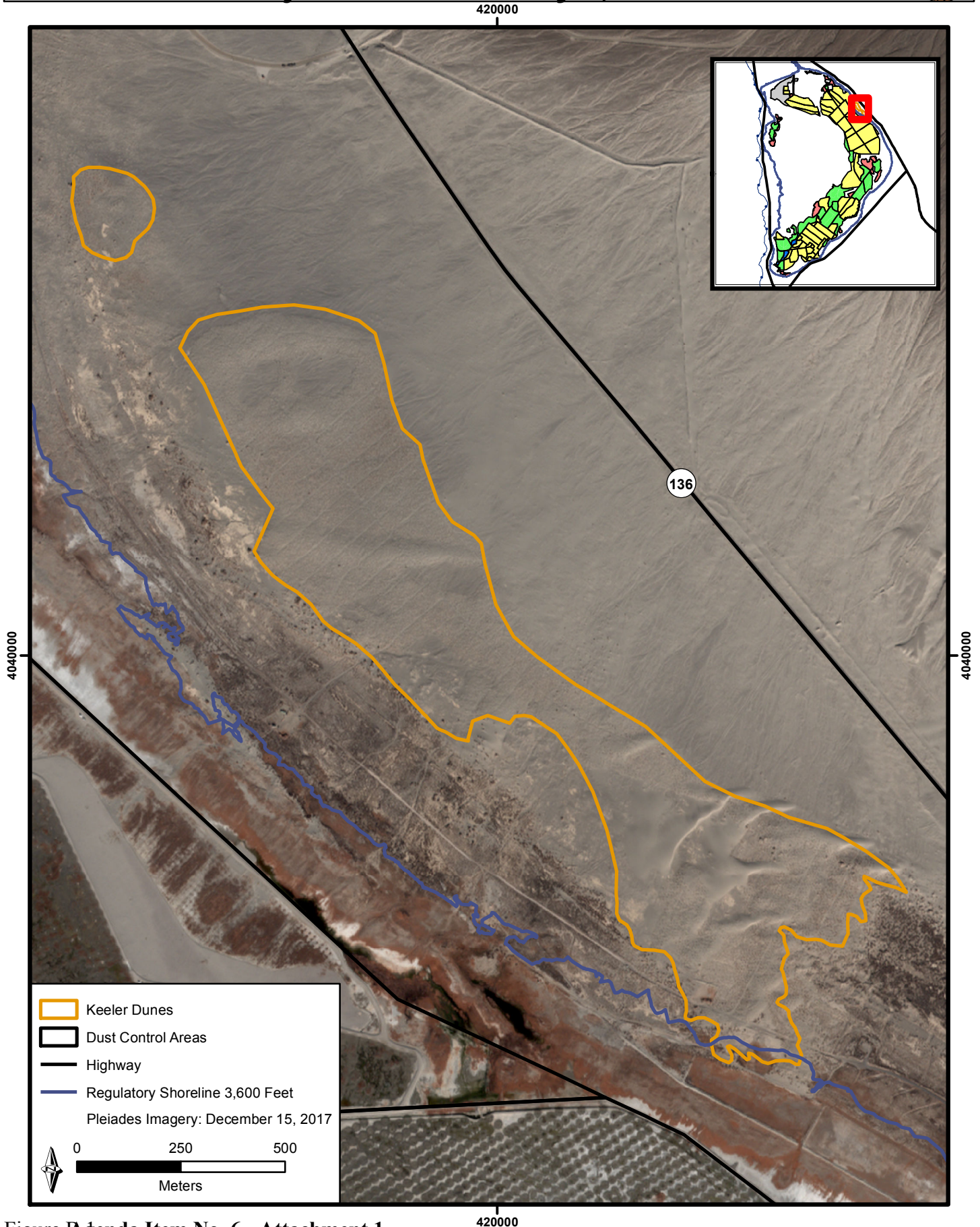


Figure 1 Agenda Item No. 6 - Attachment 1

Implementation of the Keeler Dunes Dust Control project has achieved an overall reduction in the number of exceedances of the PM10 Federal and California State standards and in the magnitude of PM10 concentrations monitored in the community of Keeler. However, the original goal of the project, reducing impacts from the Keeler Dunes until there are no exceedances of the Federal PM10 standard in the community of Keeler, has not been met and efforts to that end continue.

In 2016 the District committed an additional \$1.2 million for the Keeler Dunes Dust Control Project in addition to the City of Los Angeles Department of Water and Power's 2013 Settlement Agreement Public Benefit Contribution of \$10 million dollars. Ongoing project activities for the fourth year include: a fourth planting effort, bringing the total number of plants planted in the dunes to over 220,000; the addition of over 500 new bale mounds over 11 acres of the project; and continued and additional irrigation activities. The new projected end of the operation and irrigation work in the project is June 2019, an extension of 1.5 years beyond the original project design.



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537  
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### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** Governing Board

**From:** Ann Logan, Deputy Air Pollution Control Officer  
Chris Howard, Senior Research and Systems Analyst

**Subject:** Approval of the 2018 Mono Basin Planning Area Reasonable Further Progress Report for Submittal to the US Environmental Protection Agency

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#### **Summary:**

The Mono Basin PM-10 State Implementation Plan (SIP) was adopted in 1995. The SIP requires triennial Reasonable Further Progress (RFP) reports be prepared and submitted to the United States Environmental Protection Agency (USEPA). Mono Basin RFP reports have been prepared in 2001, 2004, 2007, 2010, and 2015. The attached 2018 RFP summarizes air quality trends in the Mono Basin federal PM-10 nonattainment area since the adoption of the Mono Basin PM-10 SIP. Staff requests the Board consider approval of the 2018 RFP for submission the USEPA.

#### Lake level trends

The 2018 RFP shows in Figure 3 that the Mono Lake water level is unlikely to meet the 1994 State Water Resources Control Board (SWRCB) Decision 1631 management target of 6392 feet by 2020. The lake level reading on April 1, 2018 was 6381.9 feet.

#### Record number of federal PM-10 exceedances

The 2018 RFP shows in Attachment B that the Mono Shore PM-10 monitor experienced 33 federal exceedances of the PM-10 standard in 2016, the most since it was installed in 2000.

#### **Board Action:**

Staff recommends that the Board approve the Reasonable Further Progress Reports for the Mono Basin PM-10 State Implementation Plan, dated May 2018, for submission to the United States Environmental Protection Agency.

#### Attachments:

1. Reasonable Further Progress Report for the Mono Basin PM-10 State Implementation Plan, May 2018



## **Reasonable Further Progress Mono Basin PM-10 State Implementation Plan**

**May 2018**

### **Executive Summary**

This document provides a Great Basin Unified Air Pollution Control District (District) progress report on air quality trends in the Mono Basin federal PM-10 nonattainment area since the adoption of the Mono Basin PM-10 State Implementation Plan in May 1995. It was preceded by similar Reasonable Further Progress Reports prepared in 2001, 2004, 2007, 2010, and 2015.

The PM-10 nonattainment problem in the Mono Basin is caused by windblown dust from the exposed lakebed of Mono Lake. Exposure of the lakebed resulted from declining lake levels due to the diversion of a large percentage of Mono Lake's tributary streams by the City of Los Angeles Department of Water and Power (City). The solution to controlling windblown dust from these exposed areas is to raise the lake level to 6,392 feet above mean sea level as set by the State Water Resources Control Board (State Water Board) Decision 1631 in 1994. At this lake level, most of the exposed lakebed areas that are causing windblown dust will be submerged. This control measure specifying an increase in the water elevation of Mono Lake by limiting the City's diversion of water from the Mono Basin was determined **the only feasible method to sufficiently reduce emissions to comply with the federal PM-10 standard.**

Despite near average runoff since the 1994 State Water Board decision, Mono Lake has not experienced the necessary lake level increases to meet the target lake level. Mono Lake reached a low elevation of 6,377 feet in January 2017. The lake level rose significantly in 2017, resulting in an April 1, 2018 reading of 6381.9 feet. However, PM-10 violations will continue if the lake level doesn't reach the 6,392-foot management level. The District encourages the State Water Board, the City, and other interested parties to work together on an updated hydrologic model well before the 2020 hearing that the State Water Board will hold if the lake has not reached 6,391 feet by that time.



## **Introduction and Background**

The Mono Basin PM-10 planning area experiences episodes of high PM-10 concentrations due to windblown dust from the exposed bed of Mono Lake. PM-10 is an abbreviation for particulate matter less than 10 microns in average diameter. PM-10-sized particles are extremely small, less than one tenth the diameter of a human hair. Because of their small size they can penetrate deeply into the lungs causing health problems. These small airborne particles can aggravate asthma, bronchitis, heart disease and other lung diseases.

Exposure of the lakebed to wind erosion was caused by the diversion of Mono Lake's tributary streams by the City from 1941 through 1989. During this period, the City's water diversions caused Mono Lake's surface level to drop approximately 45 feet, exposing more than nine square miles of highly erodible material to wind erosion. Lakebed sediments and efflorescent salts become airborne under wind conditions producing PM-10-sized particles in extremely high concentrations. The largest dust storms occur during spring and late fall. Prior to 1995, PM-10 monitors located downwind from dust source areas at Mono Lake measured peak PM-10 concentrations of around 1,000 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ), which was more than six times higher than the National Ambient Air Quality Standard (federal standard) for PM-10 of 150  $\mu\text{g}/\text{m}^3$  for a 24-hour average. These high air pollution levels at Mono Lake prompted the U.S. Environmental Protection Agency to designate the California portion of the Mono Lake hydrologic basin a federal PM-10 nonattainment area in 1993. It is formally referred to as the Mono Basin PM-10 Nonattainment Area.

The solution to control the windblown dust from these exposed areas is to raise the lake level to a management elevation of 6,392 feet above mean sea level, submerging or wetting most of the exposed lakebed areas that are causing windblown dust emissions. This control measure anticipated a gradual increase in the water elevation of Mono Lake, by eliminating or limiting diversion of water from the Mono Basin. This was determined the only feasible method to sufficiently reduce emissions to comply with the federal PM-10 standard as well as allow for restoration and protection of other public trust resources within the basin. The State Water Board promulgated its findings in the 1994 Mono Lake Basin Water Right Decision 1631, amending the Water Right Licenses 10191 and 10192 for the City of Los Angeles, limiting the diversion of water from the Mono Basin to achieve the goal lake level of 6,392 feet.

Clean air was only one of several public trust values considered in State Water Board Decision 1631, which was approved on September 28, 1994. Decision 1631 amended the City's water rights licenses in the Mono Basin to require specific actions to help recover the natural resources degraded by 48 years of diversions from Mono Lake's tributary streams. The decision established minimum stream flows and higher flushing flows in tributaries to protect fisheries. It also required an increase in the surface level of Mono Lake to 6,392 feet to protect aquatic and terrestrial ecosystems, enhance scenic resources, and to meet clean air standards by submerging sources of windblown PM-10 (SWRCB, 1994).

In response to the 1993 federal nonattainment designation and the State Water Board Decision 1631, a Mono Basin PM-10 State Implementation Plan (SIP) was adopted in 1995 by the District and the California Air Resources Board to comply with the requirements of the 1990 federal Clean Air Act (Patton and Ono, 1995). The SIP provided an analysis of the air quality problem and identified control measures necessary to reduce air pollution to a level that will attain the federal air quality standards. The Mono Basin SIP relies on the State Water Board Decision 1631, to provide an enforceable mechanism to reduce particulate air pollution by requiring that the level of Mono Lake be raised to 6,392 feet above mean sea level by significantly reducing the diversions from the streams controlled by the City. At this lake level most of the exposed shoreline areas that are the source of windblown dust will be wetted or submerged. Decision 1631 projected that with its export restrictions and variations in the annual hydro-climate based upon historic values the lake would fluctuate around a management elevation of 6,392 feet (“dynamic” equilibrium).

### **Air Quality and Lake Level**

The air quality modeling analysis in the SIP predicted that the 6,392-foot lake level would likely be sufficient to bring the area into attainment with the federal PM-10 standard, since the lake would then wet or submerge much of the exposed lakebed that was causing dust storms. The time it would take to reach this management lake level would depend on yearly runoff, precipitation, and evaporation in the Mono Basin.

The SIP estimated (Figure 1) that it would take twenty-six years for Mono Lake to rise to a target elevation of 6,391 feet assuming each year experienced average hydro-climatic conditions. The hydrologic modeling was performed by the City following the State Water Board Decision 1631. Since actual conditions vary between wet and dry years, the lake level is not expected to continuously rise as projected in Figure 1. Model scenarios were completed using wet and dry hydrologic sequences to determine a range in anticipated lake level rise. Results showed that a series of extremely wet years could result in the lake reaching the target level in as little as nine years. Conversely, a prolonged series of drought years could extend the period for the lake level to reach 6,391 feet to 38 years (Figure 2).

Figure 3 provides a comparison of lake level to combined annual flow from four creeks in the Mono Basin that are subject to water diversions by the City: Rush, Lee Vining, Parker and Walker Creeks. A runoff year runs from April 1 to March 31 of the following year (e.g. runoff year 2017 is April 1, 2017 – March 31, 2018). This flow data does not include other creeks in the Mono Basin or sources of inflow such as precipitation and groundwater inflow to Mono Lake. The City reported stream flow comprises an estimated 55% percent of average annual total water inflow to the lake when the lake level is around 6,392 feet (Vorster, 1985). Long-term mean flow of the four creeks is 122,124 acre-feet per year (ac-ft/yr), based on the 50-year runoff average from 1941 to 1990. Average runoff since the State Water Board decision has been similar, averaging 122,234 ac-ft/yr between 1995 and 2017.

Decision 1631 includes two important lake levels for water diversions, 6,377.0 feet and 6,380.0 feet, that allow the City to divert up to specified amounts of water from the Mono Basin. If the level of Mono

Lake is between these two elevations on April 1, the City is permitted to export up to 4,500 ac-ft/yr from the Mono Basin. Once the lake level of 6,380.0 is exceeded, the City is allowed to divert up to 16,000 ac-ft/yr. Between 1997 and 2014, the City was allowed to export 16,000 ac-ft/yr of water from the Mono Basin under the State Water Board decision and their revised water license. Between 2015 and 2017, the lake level dropped below 6,380 feet resulting in a decrease in allowed export to 4,500 ac-ft/yr. Between July 2017 and 2018, the lake level rose above 6,380 feet, allowing the City to export 16,000 ac-ft/year.

After State Water Board's decision in 1994, the lake level rose significantly. The upper graph in Figure 3 shows that annual runoff in the Mono Basin was higher than average from 1995 through 1998. As seen in the lower graph of Figure 3, this wet period corresponded to a 9-foot increase in the lake level that peaked at 6,385.1 feet in August 1999. This dramatic increase in the lake level in the years following the State Water Board decision seemed to be an indicator that Mono Lake was well on its way to meeting the lake level target of 6,391 feet as predicted by the hydrologic models. The lake level varied only moderately until 2012 when a severe drought caused lake levels to drop sharply. The multi-year drought resulted in a drop in lake level elevation to 6,377.1 feet on January 1, 2017, the lowest since 1995. **The winter and spring of 2017 had above average precipitation and the lake level rose nearly five feet. The April 1, 2018 lake level measurement was at 6,381.9 feet.**

Averaging the annual stream flow through the series of wet and dry periods over the 23 years between 1995 through 2018 (121,234 ac-ft/yr) showed that it was very close to the 50-year mean runoff rate (122,124 ac-ft/yr) that is expected to bring the lake level up to the 6,392-foot management level for the lake. However, the expected lake level has not increased sufficiently and the lake level has fluctuated at or below 6,382 feet. Despite the average runoff from the LADWP streams, the hydroclimatic conditions over the last several decades appear different than those used to develop the model projections.

Changing hydro-climatic conditions, such as potentially lower precipitation on the lake, decreased groundwater inflow and/or increased evaporation may result in a longer transition time period to reach the 6,391-foot lake level target. These model projections, water balance components, and changes in climate should be investigated by updating the Mono Basin hydrologic model developed by Vorster (1985), and the monthly forecast models developed by the State Water Board and the City. These updates will require additional data collection including precipitation around and on the Lake and potentially other hydrometeorological data to better quantify evaporation rates. The resulting updated model would be used to reevaluate the management of water resources in the basin in order to raise the lake to the 6,392-foot management level. To help with this effort the District installed a precipitation gage at the Mono Shore station in 2017 and will coordinate with stakeholders to determine whether additional hydrometeorological data would be useful in the model updating effort.

Regarding a lake level target date, Decision 1631 states, *"In the event that the water level of Mono Lake has not reached an elevation of 6,391 feet by September 28, 2014, the SWRCB will hold a hearing to consider the conditions of the lake and the surrounding areas, and will determine if any further revisions to this license are appropriate."* (SWRCB. 1994, para. 6.a.(4) of the order). However, in 2013 the Mono Lake Committee completed a Stream Restoration Agreement with the City delaying the 2014 target date to 2020. (Settlement Agreement Regarding Continuing Implementation of Water Rights Orders 98-05 and 98-07, 2013)

It is anticipated that the lake level will not reach 6,391 feet by 2020 unless the next 2 years have significantly above average precipitation. Based on the need to understand lake level fluctuations with the current climate and make updated projections, it would be beneficial to initiate a cooperative process of updating and recalibrating the hydrologic models with interested stakeholders to analyze model performance and assumed hydro-climatic sequences. The District recommends that the parties consider updating the forecast models with current and future climate projections and not just historic hydro-climatic sequences. The District encourages the stakeholders to work together to develop a forecast model that all parties can use as soon as possible and have a common basis for moving forward.

### **Reasonable Further Progress**

An air quality modeling analysis was performed as part of the 1995 SIP to estimate PM-10 concentrations at the historic Mono Lake shoreline. This model was based on wind erosion data collected near the Simis PM-10 monitoring site. The model predicted that as the lake level rose and submerged portions of the exposed lakebed that PM-10 emissions due to windblown dust would be reduced proportionally. The air quality model predicted that a 6,391-foot lake level would bring the Mono Basin into attainment with the federal air quality standard for PM-10. Decision 1631 set a management level one foot higher at 6,392 feet in order to meet this air quality target and for long-term management of the resources in the Mono Basin.

Figure 4 shows the results of modeled design day PM-10 impacts locations in the Mono Basin. Receptor 45 (magenta line) is the receptor site with the highest modeled PM-10 concentrations. The modeled design day concentration is the 6th highest PM-10 concentration that would be expected over a 5-year period<sup>1</sup>. Predicted concentrations at Receptor 45 are shown for each year, based on the lake level trend for normal runoff, as shown in Figure 1. The Receptor 45 trend line for normal runoff (dashed blue line) shown in Figure 4 is the “reasonable further progress” trend expected as a result of implementation of the SIP.

In addition to the Receptor 45 normal runoff trend line, Figure 4 also includes modeled air quality trends from 1995 to 2018 at four receptor sites (Simis, Warm Springs, Mono Shore and Receptor 45), based on the actual April 1 lake level for each year. To demonstrate that the Mono Basin has made reasonable further progress to attain the federal standard, the model-predicted trend line for Receptor 45 (magenta line) in Figure 4 should be at or below the line for Receptor 45 under normal runoff conditions (dashed blue line). Based on the April 1, 2018 lake level and the model prediction, Mono Basin is not currently meeting the reasonable further progress trend. This is primarily due to the lake level in 2018 being about nine feet below the expected lake level to demonstrate reasonable further progress.

The accuracy of the air quality model predictions in Figure 4 can be evaluated by comparing the model prediction for the design concentration at Mono Shore to the actual monitor value at that site. The 6th highest monitored PM-10 concentration at Mono Shore from 2013 through 2017 was 3,284 µg/m3. This

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<sup>1</sup> Compliance with the federal PM-10 standard allows no more than 1 exceedance of the 24-hour Standard per year, thus if the 6th highest monitor value over a 5-year period is less than 150 µg/m3 then the site would be considered to be in compliance.



is approximately ten times higher than the expected concentration predicted by the air quality model. This indicates that the model is under-predicting concentrations near the Mono Shore site indicating that PM-10 emissions near Mono Shore may have been significantly under-estimated in the model.

The District has taken steps to improve the air quality modeling analysis in the Mono Shore area by utilizing measurement and modeling techniques that have been applied successfully to model windblown dust at Owens Lake, CA. In 2005, the District installed additional monitoring equipment at the Mono Shore site to measure wind erosion using sand flux monitors and hourly PM-10 concentrations. In 2017, the wind erosion monitoring network was reconfigured to improve the ability to correlate wind erosion to PM-10. The results from this improved model will help the District to re-evaluate the relationship between PM-10 concentrations and the lake level near the Mono Shore site.

### **Ambient PM-10 Monitor Concentrations**

The District has operated PM-10 monitors in the Mono Basin since 1988. These sites are shown in Figure 5, which includes a graphical representation of source areas for wind-blown dust. Monitor site locations included Lee Vining, Simis, Warm Springs and Mono Shore. Warm Springs was shut down in 1993 due to operational difficulties at this remote site. The Simis site was shut down in 2008 after recording no exceedances of the federal Standard for 12 years, with a maximum concentration between 1991 and 1996 of 120 µg/m<sup>3</sup>. Lee Vining and Mono Shore are still operating. See Attachment A.

The Mono Shore PM-10 monitor site was installed to monitor concentrations at a location expected to have the highest windblown dust levels in the Mono Basin. A worst-case PM-10 site was needed to verify in the future whether the area was in attainment with the federal standard. From January 2000 through December 2017, 272 violations of the federal PM-10 standard (>150 µg/m<sup>3</sup>) were monitored at the Mono Shore site, or about 15 violations per year). The 24-hour average concentrations on 82 of these violation days exceeded 1,000 µg/m<sup>3</sup>, with the highest concentration being 14,147 µg/m<sup>3</sup>. See Attachment B.

### **Future Challenges**

Mono Lake failed to reach an elevation of 6,391 feet by September 28, 2014, when the State Water Board was originally to hold a hearing to consider the conditions of the lake and determine whether any further revisions to the LADWP's licenses would be appropriate. Even with postponement of the hearing for six more years, Mono Lake will likely fail to reach an elevation of 6,391 feet. Given the determination that the only current feasible method to sufficiently reduce emissions to comply with the federal PM-10 standard consists of increasing the lake level water elevation at Mono Lake, more restrictive measures may need to be implemented. However, balancing the competing demands for water resources, resource protection throughout the Mono Basin, and the requirements of federal, state and local air quality laws, enacting further amendments restricting water exports may prove to be challenging and controversial.

## **Conclusion**

Dust storms continue to occur and federal PM-10 violations continue to be measured in the Mono Basin PM-10 nonattainment area. Since it began operation in January 2000, the Mono Shore monitor on the north shore of Mono Lake has recorded 272 violations of the federal PM-10 Standard, or about 15 per year.

Over the last 23 years, runoff has been close to the long-term average runoff value for the Mono Basin, while City's stream diversions were close to 16,000 acre-feet per year. During the same time period the lake level has fluctuated at or below 6,382 feet and has not experienced the necessary lake level increases to meet the management level target of 6,392 feet. PM-10 violations will continue if the lake doesn't reach the 6,392-foot target. The District encourages the State Water Board, the City, and other interested parties to cooperatively update the hydrologic model and lake level projections well before the 2020 State Water Board hearing.

## References

MLC, 2018. Mono Lake Committee, *Mono Lake Levels 1979 to Present*, <http://www.monobasinresearch.org/data/levelmonthly.php>, Accessed May 2018.

Patton, Christopher and Duane Ono, 1995, *Mono Basin Planning Area PM-10 State Implementation Plan – Final*. Great Basin Unified Air Pollution Control District, Bishop, California, May 1995.

SWRCB, 1994. State of California Water Resources Control Board, *Mono Lake Basin Water Right Decision 1631*. Sacramento, California, September 28, 1994.

SWRCB, 2013. Settlement Agreement Regarding Continuing Implementation of Water Rights Orders 98-05 AND 98-07, [https://www.waterboards.ca.gov/waterrights/water\\_issues/programs/mono\\_lake/docs/mb\\_sttlmntagrmnt\\_signed.pdf](https://www.waterboards.ca.gov/waterrights/water_issues/programs/mono_lake/docs/mb_sttlmntagrmnt_signed.pdf), Accessed May 2018.

Vorster, 1985. *A Water Balance Forecast Model for Mono Lake*, California Earth Resources Monograph No. 10 USDA, United States Forest Service Region 5.

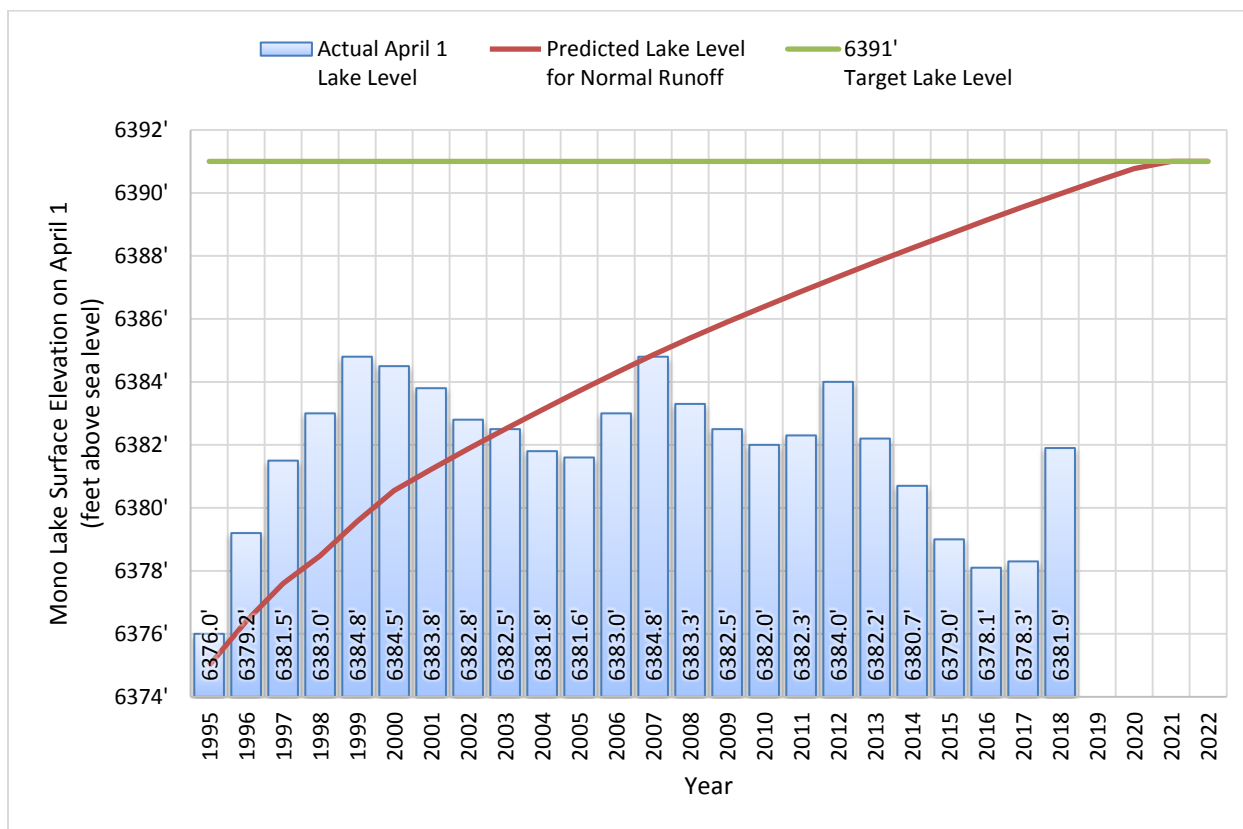


Figure 1. Mono Lake's surface elevation as measured on April 1, 2018 was 8 feet below the lake level predicted by the City's hydrologic model, which assumes the same average runoff, precipitation, and evaporation and 16,000 acre-feet of exports in each year. Preliminary analysis suggests that when the prediction is adjusted for actual runoff and precipitation, the current lake level is close to the predicted value.

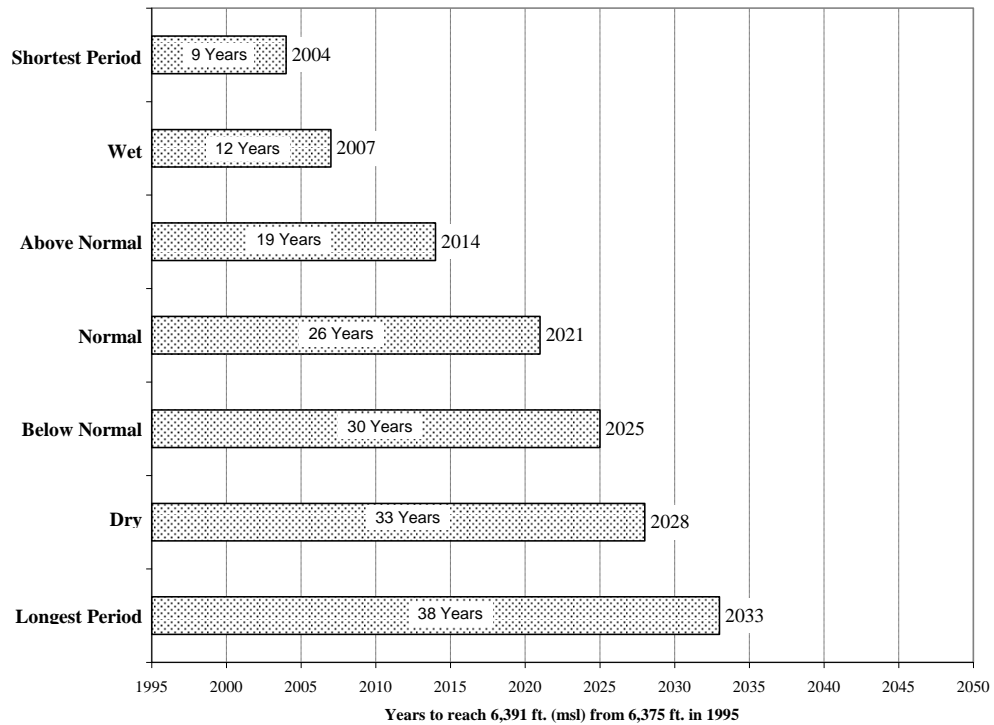


Figure 2. The City of Los Angeles Department of Water and Power’s hydrologic model in 1995 predicted that under the same average hydroclimate conditions it would take 26 years for the lake level to reach 6,391 feet using the D-1631 Operational Rules for water management. Depending on the sequence of wet and dry years, the target level of 6391 feet could be achieved in little as 9 years or in as much as 38 years.

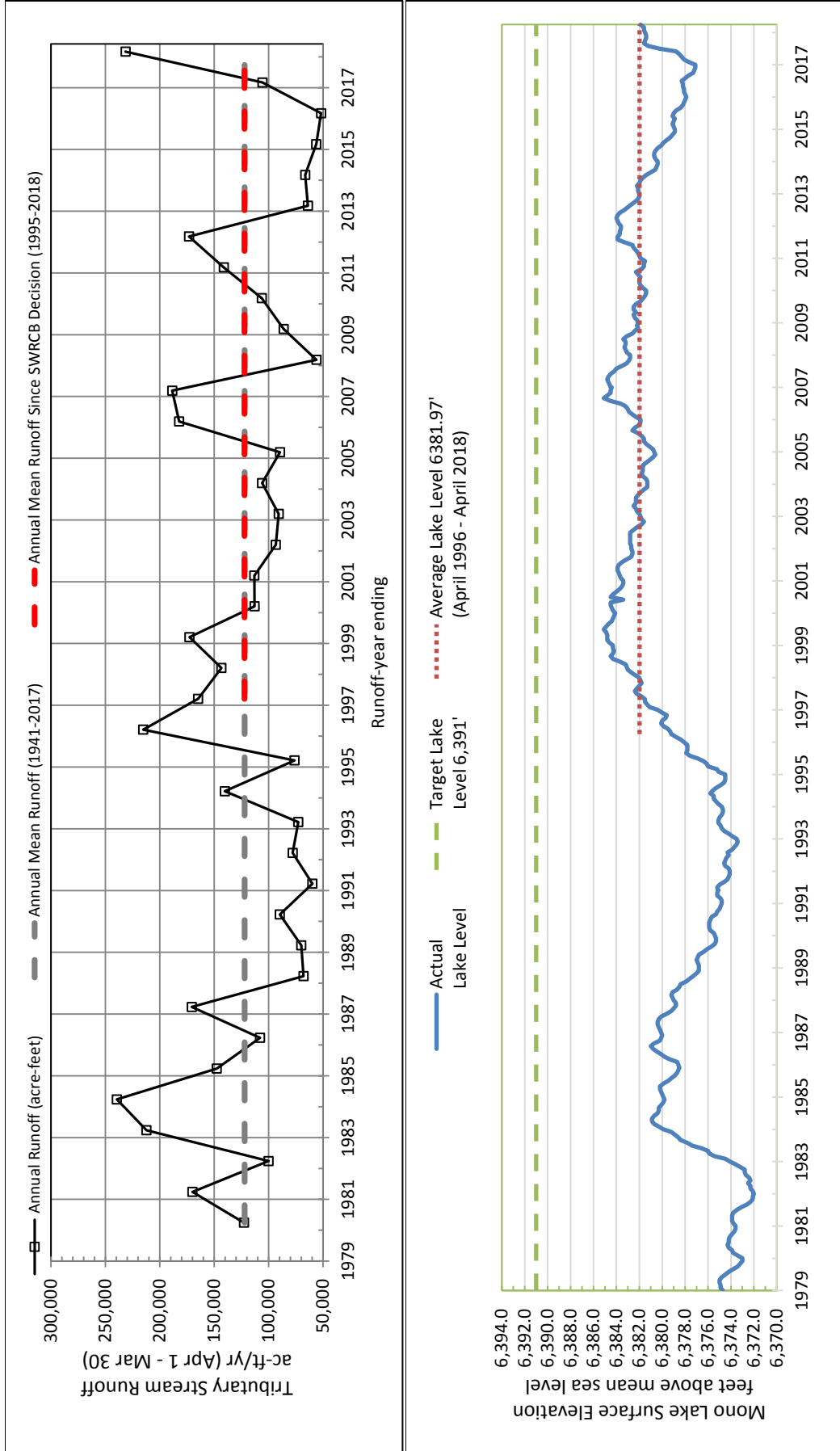


Figure 3. The upper graph shows that average runoff to Mono Lake from April 1996 through March 2018 was close to the long-term average runoff value used in the hydrologic models, an index representing 55% of the inflow to the Basin. During the same period Mono Lake's surface elevation averaged 6,381.79 feet. As seen in the lower graph, increases and decreases in lake level appeared to correspond to years when runoff was above or below average runoff, respectively. Further investigation is required to determine whether the lake level will continue fluctuating around 6,382 feet under the current hydro-climatic conditions.

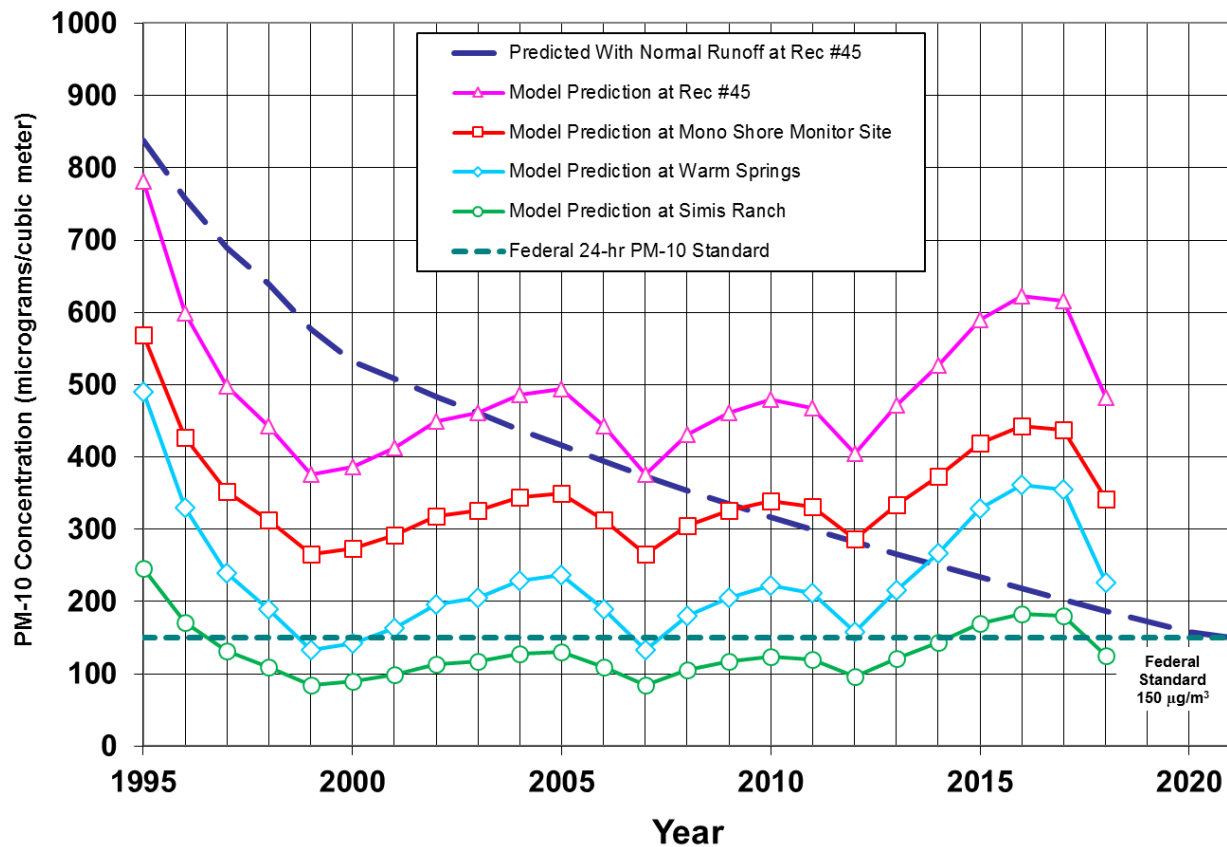


Figure 4. Modeled PM-10 impacts at Mono Lake sites compared to the reasonable further progress trend at Receptor 45 for average runoff. A comparison of monitored values at Mono Shore to the model predicted PM-10 value shows that the 2018 monitored design day concentration was about 10 times higher than predicted by the model. The District is collecting data to improve the air quality model.

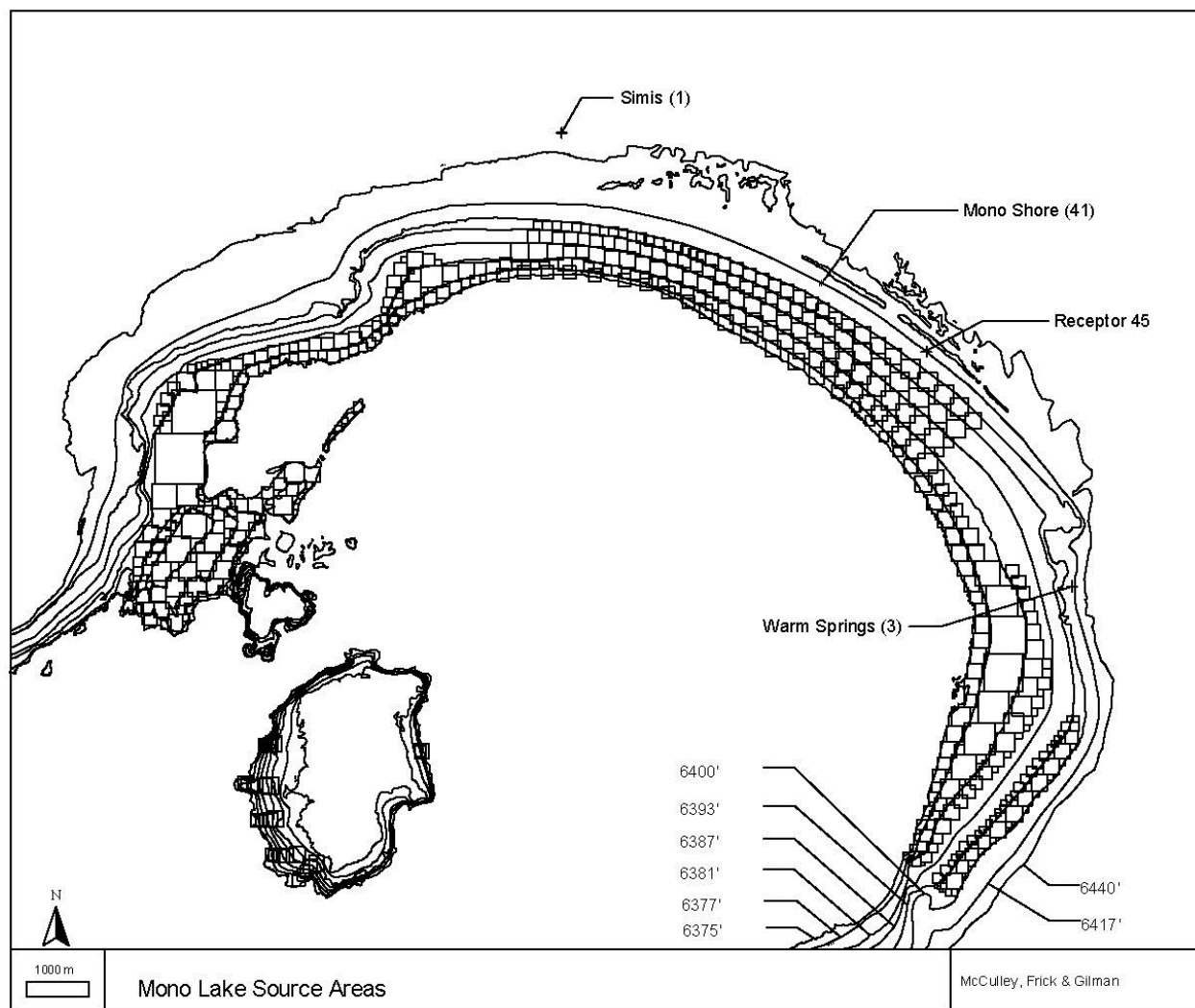


Figure 5. Mono Lake dust source areas and the locations of Receptor 45 and the monitoring sites at Simis, Mono Shore and Warm Springs.



## ATTACHMENT A

### PM-10 SITES IN MONO BASIN AND NUMBER OF MONITORED VIOLATIONS

| Mono Basin PM-10 Monitor Violation Summary |              |                      |                       |               |
|--|--------------|----------------------|-----------------------|---------------|
| Year                                       | Monitor Site | Number of Violations | Number of Sample Days | Sample Method |
| 1986                                       | Simis        | 0                    | 16                    | a             |
| 1987                                       | Simis        | 0                    | 45                    | a             |
| 1988                                       | Simis        | 0                    | 81                    | a             |
| 1988                                       | Lee Vining   | 0                    | 51                    | b             |
| 1989                                       | Simis        | 0                    | 132                   | a             |
| 1989                                       | Lee Vining   | 0                    | 60                    | b             |
| 1990                                       | Warm Springs | 0                    | 2                     | a             |
| 1990                                       | Simis        | 0                    | 168                   | a             |
| 1990                                       | Lee Vining   | 0                    | 62                    | b             |
| 1991                                       | Warm Springs | 1                    | 7                     | a             |
| 1991                                       | Simis        | 0                    | 85                    | a             |
| 1991                                       | Lee Vining   | 0                    | 58                    | b             |
| 1992                                       | Warm Springs | 1                    | 9                     | a             |
| 1992                                       | Simis        | 2                    | 77                    | a             |
| 1992                                       | Lee Vining   | 0                    | 59                    | b             |
| 1993                                       | Simis        | 2                    | 42                    | a             |
| 1993                                       | Lee Vining   | 0                    | 31                    | b             |
| 1994                                       | Simis        | 0                    | 27                    | a             |
| 1994                                       | Lee Vining   | 0                    | 56                    | b             |
| 1995                                       | Simis        | 0                    | 41                    | a             |
| 1995                                       | Lee Vining   | 0                    | 51                    | b             |
| 1996                                       | Simis        | 1                    | 56                    | a             |
| 1996                                       | Lee Vining   | 0                    | 60                    | b             |
| 1997                                       | Simis        | 0                    | 60                    | a             |
| 1997                                       | Lee Vining   | 0                    | 61                    | a,b           |
| 1998                                       | Warm Springs | 0                    | 4                     | a             |
| 1998                                       | Simis        | 0                    | 66                    | a             |
| 1998                                       | Lee Vining   | 0                    | 47                    | a             |
| 1999                                       | Simis        | 0                    | 98                    | a             |
| 1999                                       | Lee Vining   | 0                    | 106                   | a             |

a-Andersen, b-Wedding, c-BGI, d-Partisol, e-TEOM

## ATTACHMENT A - CONTINUED

### PM-10 SITES IN MONO BASIN AND NUMBER OF MONITORED VIOLATIONS

| Mono Basin PM-10 Monitor Violation Summary |              |                      |                       |               |
|--|--------------|----------------------|-----------------------|---------------|
| Year                                       | Monitor Site | Number of Violations | Number of Sample Days | Sample Method |
| 2000                                       | Mono Shore   | 9                    | 272                   | c             |
| 2000                                       | Simis        | 0                    | 92                    | a             |
| 2000                                       | Lee Vining   | 0                    | 113                   | a             |
| 2001                                       | Mono Shore   | 2                    | 221                   | c             |
| 2001                                       | Simis        | 0                    | 104                   | a             |
| 2001                                       | Lee Vining   | 0                    | 110                   | a,d           |
| 2002                                       | Mono Shore   | 8                    | 276                   | c             |
| 2002                                       | Simis        | 0                    | 79                    | c             |
| 2002                                       | Lee Vining   | 1                    | 100                   | d             |
| 2003                                       | Mono Shore   | 9                    | 212                   | c             |
| 2003                                       | Simis        | 0                    | 70                    | c             |
| 2003                                       | Lee Vining   | 0                    | 107                   | d             |
| 2004                                       | Mono Shore   | 11                   | 166                   | c             |
| 2004                                       | Simis        | 0                    | 48                    | c             |
| 2004                                       | Lee Vining   | 0                    | 102                   | d             |
| 2005                                       | Mono Shore   | 14                   | 189                   | c             |
| 2005                                       | Simis        | 0                    | 73                    | c             |
| 2005                                       | Lee Vining   | 0                    | 90                    | d             |
| 2006                                       | Mono Shore   | 16                   | 167                   | c             |
| 2006                                       | Simis        | 0                    | 67                    | c             |
| 2006                                       | Lee Vining   | 0                    | 121                   | d             |
| 2007                                       | Mono Shore   | 15                   | 238                   | c             |
| 2007                                       | Simis        | 0                    | 99                    | c             |
| 2007                                       | Lee Vining   | 0                    | 109                   | d             |
| 2008                                       | Mono Shore   | 14                   | 245                   | c,e           |
| 2008                                       | Simis        | 0                    | 55                    | c             |
| 2008                                       | Lee Vining   | 0                    | 116                   | d             |
| 2009                                       | Mono Shore   | 16                   | 365                   | e             |
| 2009                                       | Lee Vining   | 0                    | 115                   | d             |
| 2010                                       | Mono Shore   | 22                   | 362                   | e             |
| 2010                                       | Lee Vining   | 0                    | 23                    | d             |

a-Andersen, b-Wedding, c-BGI, d-Partisol, e-TEOM

## ATTACHMENT A - CONTINUED

### PM-10 SITES IN MONO BASIN AND NUMBER OF MONITORED VIOLATIONS

| Mono Basin PM-10 Monitor Violation Summary |              |                      |                       |               |
|--|--------------|----------------------|-----------------------|---------------|
| Year                                       | Monitor Site | Number of Violations | Number of Sample Days | Sample Method |
| 2011                                       | Mono Shore   | 18                   | 362                   | e             |
| 2011                                       | Lee Vining   | 0                    | 113                   | d             |
| 2012                                       | Mono Shore   | 25                   | 366                   | e             |
| 2012                                       | Lee Vining   | 0                    | 110                   | d             |
| 2013                                       | Mono Shore   | 9                    | 365                   | e             |
| 2013                                       | Lee Vining   | 1                    | 100                   | d             |
| 2014                                       | Mono Shore   | 12                   | 363                   | e             |
| 2014                                       | Lee Vining   | 0                    | 115                   | d             |
| 2015*                                      | Mono Shore   | 19                   | 289                   | e             |
| 2015                                       | Lee Vining   | 0                    | 119                   | d             |
| 2016                                       | Mono Shore   | 33                   | 350                   | e             |
| 2016                                       | Lee Vining   | 0                    | 121                   | d             |
| 2017                                       | Mono Shore   | 24                   | 365                   | e             |
| 2017                                       | Lee Vining   | 0                    | 119                   | d             |

a-Andersen, b-Wedding, c-BGI, d-Partisol, e-TEOM. In Summer 2015 a lightning strike took out the Mono Shore TEOM between August 1, 2015 and October 15, 2015.

## ATTACHMENT B – Monitored PM-10 Violation Days at Mono Shore Site

| <b>2000 – 9 PM-10 Violations (µg/m³)</b>  |       |
|---|-------|
| April 8, 2000                             | 690   |
| May 4, 2000                               | 1063  |
| May 6, 2000                               | 490   |
| May 9, 2000                               | 3059  |
| May 10, 2000                              | 1513  |
| June 7, 2000                              | 1642  |
| June 8, 2000                              | 241   |
| October 9, 2000                           | 387   |
| November 29, 2000                         | 10466 |
| <b>2001 – 2 PM-10 Violations (µg/m³)</b>  |       |
| June 2, 2001                              | 414   |
| September 25, 2001                        | 4482  |
| <b>2002 – 8 PM-10 Violations (µg/m³)</b>  |       |
| February 28, 2002                         | 195   |
| March 10, 2002                            | 396   |
| April 14, 2002                            | 3089  |
| April 15, 2002                            | 1157  |
| May 18, 2002                              | 201   |
| May 19, 2002                              | 6505  |
| May 20, 2002                              | 1481  |
| November 7, 2002                          | 1744  |
| <b>2003 – 9 PM-10 Violations (µg/m³)</b>  |       |
| March 13, 2003                            | 487   |
| March 14, 2003                            | 1657  |
| March 26, 2003                            | 333   |
| April 13, 2003                            | 1170  |
| April 21, 2003                            | 545   |
| April 24, 2003                            | 5283  |
| April 25, 2003                            | 5745  |
| April 26, 2003                            | 341   |
| April 27, 2003                            | 398   |
| <b>2004 – 10 PM-10 Violations (µg/m³)</b> |       |
| May 11, 2004                              | 192   |
| May 12, 2004                              | 843   |
| May 17, 2004                              | 913   |
| June 7, 2004                              | 447   |
| September 18, 2004                        | 987   |
| October 8, 2004                           | 430   |
| October 17, 2004                          | 322   |
| October 18, 2004                          | 898   |

| October 19, 2004                          | 871  |
|---|------|
| October 26, 2004                          | 208  |
| <b>2005 – 14 PM-10 Violations (µg/m³)</b> |      |
| April 7, 2005                             | 285  |
| April 13, 2005                            | 386  |
| May 28, 2005                              | 2108 |
| June 6, 2005                              | 507  |
| June 17, 2005                             | 235  |
| June 18, 2005                             | 292  |
| June 19, 2005                             | 328  |
| June 20, 2005                             | 298  |
| June 21, 2005                             | 541  |
| September 10, 2005                        | 546  |
| September 11, 2005                        | 487  |
| October 1, 2005                           | 940  |
| October 2, 2005                           | 1245 |
| October 13, 2005                          | 477  |
| <b>2006 – 16 PM-10 Violations (µg/m³)</b> |      |
| May 19, 2006                              | 1915 |
| May 20, 2006                              | 238  |
| May 21, 2006                              | 174  |
| June 12, 2006                             | 450  |
| June 13, 2006                             | 168  |
| June 27, 2006                             | 210  |
| September 14, 2006                        | 1012 |
| September 15, 2006                        | 306  |
| November 8, 2006                          | 624  |
| November 10, 2006                         | 434  |
| November 21, 2006                         | 231  |
| November 22, 2006                         | 174  |
| November 28, 2006                         | 1764 |
| December 8, 2006                          | 300  |
| December 23, 2006                         | 721  |
| December 26, 2006                         | 4300 |
| <b>2007 – 14 PM-10 Violations (µg/m³)</b> |      |
| January 10, 2007                          | 1909 |
| January 11, 2007                          | 359  |
| April 6, 2007                             | 168  |
| April 14, 2007                            | 2008 |
| April 17, 2007                            | 726  |
| September 30, 2007                        | 2154 |

## ATTACHMENT B – Monitored PM-10 Violation Days at Mono Shore Site

|   |       |
|---|-------|
| October 4, 2007                           | 1657  |
| October 10, 2007                          | 10020 |
| October 16, 2007                          | 266   |
| October 19, 2007                          | 1347  |
| October 20, 2007                          | 304   |
| November 27, 2007                         | 1336  |
| November 29, 2007                         | 480   |
| November 30, 2007                         | 2736  |
| <b>2008 – 14 PM-10 Violations (µg/m³)</b> |       |
| April 6, 2008                             | 247   |
| April 11, 2008                            | 930   |
| April 30, 2008                            | 2769  |
| May 7, 2008                               | 161   |
| May 20, 2008                              | 2563  |
| June 4, 2008                              | 694   |
| June 5, 2008                              | 913   |
| June 21, 2008                             | 906   |
| August 31, 2008                           | 857   |
| September 19, 2008                        | 286   |
| October 30, 2008                          | 309   |
| October 31, 2008                          | 330   |
| November 3, 2008                          | 409   |
| December 13, 2008                         | 470   |
| <b>2009 – 16 PM-10 Violations (µg/m³)</b> |       |
| March 3, 2009                             | 489   |
| March 9, 2009                             | 625   |
| March 29, 2009                            | 477   |
| April 14, 2009                            | 1130  |
| May 1, 2009                               | 158   |
| May 3, 2009                               | 766   |
| May 4, 2009                               | 1377  |
| September 29, 2009                        | 235   |
| October 3, 2009                           | 335   |
| October 13, 2009                          | 717   |
| October 19, 2009                          | 363   |
| November 11, 2009                         | 343   |
| November 12, 2009                         | 248   |
| November 20, 2009                         | 14147 |
| December 6, 2009                          | 1461  |
| December 7, 2009                          | 181   |
| <b>2010 – 22 PM-10 Violations (µg/m³)</b> |       |
| March 25, 2010                            | 339   |

|   |      |
|---|------|
| March 29, 2010                            | 159  |
| March 30, 2010                            | 495  |
| April 2, 2010                             | 754  |
| April 3, 2010                             | 740  |
| April 4, 2010                             | 444  |
| April 11, 2010                            | 794  |
| April 20, 2010                            | 181  |
| April 27, 2010                            | 4344 |
| May 9, 2010                               | 305  |
| May 10, 2010                              | 307  |
| May 21, 2010                              | 3096 |
| May 25, 2010                              | 1529 |
| May 26, 2010                              | 318  |
| May 27, 2010                              | 460  |
| June 16, 2010                             | 318  |
| August 28, 2010                           | 210  |
| September 7, 2010                         | 357  |
| September 8, 2010                         | 210  |
| October 24, 2010                          | 735  |
| November 19, 2010                         | 807  |
| December 14, 2010                         | 1112 |
| <b>2011 – 18 PM-10 Violations (µg/m³)</b> |      |
| February 15, 2011                         | 654  |
| February 16, 2011                         | 253  |
| March 10, 2011                            | 916  |
| March 15, 2011                            | 477  |
| April 20, 2011                            | 1375 |
| April 28, 2011                            | 212  |
| May 25, 2011                              | 4886 |
| May 28, 2011                              | 1213 |
| May 30, 2011                              | 216  |
| May 31, 2011                              | 1802 |
| June 1, 2011                              | 633  |
| June 28, 2011                             | 834  |
| October 3, 2011                           | 477  |
| November 3, 2011                          | 1994 |
| November 18, 2011                         | 3393 |
| November 30, 2011                         | 242  |
| December 1, 2011                          | 343  |
| December 30, 2011                         | 649  |
| <b>2012 – 24 PM-10 Violations (µg/m³)</b> |      |
| January 15, 2012                          | 1488 |

## ATTACHMENT B – Monitored PM-10 Violation Days at Mono Shore Site

|   |      |
|---|------|
| January 19, 2012                          | 1482 |
| January 20, 2012                          | 268  |
| February 29, 2012                         | 340  |
| March 1, 2012                             | 476  |
| March 6, 2012                             | 563  |
| March 12, 2012                            | 677  |
| March 13, 2012                            | 315  |
| March 31, 2012                            | 1409 |
| April 12, 2012                            | 203  |
| April 23, 2012                            | 533  |
| April 26, 2012                            | 1385 |
| May 14, 2012                              | 1385 |
| May 17, 2012                              | 270  |
| May 24, 2012                              | 227  |
| June 1, 2012                              | 158  |
| June 4, 2012                              | 1265 |
| June 23, 2012                             | 220  |
| June 25, 2012                             | 630  |
| October 22, 2012                          | 209  |
| November 8, 2012                          | 3972 |
| November 28, 2012                         | 289  |
| November 29, 2012                         | 2187 |
| December 21, 2012                         | 598  |
| <b>2013 – 9 PM-10 Violations (µg/m³)</b>  |      |
| March 5, 2013                             | 174  |
| April 7, 2013                             | 3284 |
| April 14, 2013                            | 435  |
| April 15, 2013                            | 529  |
| June 18, 2013                             | 187  |
| June 19, 2013                             | 213  |
| August 20, 2013                           | 170  |
| September 21, 2013                        | 295  |
| October 27, 2013                          | 1870 |
| <b>2014 – 12 PM-10 Violations (µg/m³)</b> |      |
| March 29, 2014                            | 626  |
| April 17, 2014                            | 258  |
| May 18, 2014                              | 2618 |
| September 25, 2014                        | 340  |
| October 15, 2014                          | 173  |
| October 25, 2014                          | 908  |
| October 31, 2014                          | 268  |
| November 22, 2014                         | 1188 |

|   |      |
|---|------|
| November 28, 2014                         | 1890 |
| December 10, 2014                         | 390  |
| December 11, 2014                         | 1405 |
| December 29, 2014                         | 402  |
| <b>2015 – 19 PM-10 Violations (µg/m³)</b> |      |
| February 5, 2015                          | 1071 |
| February 6, 2015                          | 3294 |
| March 31, 2015                            | 239  |
| April 1, 2015                             | 1048 |
| April 4, 2015                             | 287  |
| April 5, 2015                             | 4098 |
| April 7, 2015                             | 405  |
| April 13, 2015                            | 513  |
| April 14, 2015                            | 1836 |
| May 12, 2015                              | 243  |
| May 13, 2015                              | 288  |
| November 15, 2015                         | 469  |
| November 24, 2015                         | 882  |
| December 3, 2015                          | 586  |
| December 6, 2015                          | 2072 |
| December 9, 2015                          | 445  |
| December 10, 2015                         | 713  |
| December 13, 2015                         | 259  |
| December 22, 2015                         | 299  |
| <b>2016 – 33 PM-10 Violations (µg/m³)</b> |      |
| January 13, 2016                          | 852  |
| January 29, 2016                          | 811  |
| March 10, 2016                            | 162  |
| March 11, 2016                            | 280  |
| March 13, 2016                            | 2106 |
| March 14, 2016                            | 899  |
| March 20, 2016                            | 898  |
| March 21, 2016                            | 1233 |
| March 28, 2016                            | 855  |
| April 14, 2016                            | 345  |
| April 22, 2016                            | 234  |
| May 19, 2016                              | 4054 |
| May 20, 2016                              | 1184 |
| June 15, 2016                             | 2160 |
| October 2, 2016                           | 272  |
| October 13, 2016                          | 541  |
| October 14, 2016                          | 2138 |

## ATTACHMENT B – Monitored PM-10 Violation Days at Mono Shore Site

|   |      |
|---|------|
| October 15, 2016                          | 6507 |
| October 16, 2016                          | 264  |
| October 23, 2016                          | 503  |
| October 24, 2016                          | 816  |
| October 30, 2016                          | 454  |
| November 15, 2016                         | 334  |
| November 16, 2016                         | 1878 |
| November 18, 2016                         | 219  |
| November 19, 2016                         | 3103 |
| November 20, 2016                         | 615  |
| November 25, 2016                         | 1176 |
| November 26, 2016                         | 719  |
| December 6, 2016                          | 694  |
| December 10, 2016                         | 267  |
| December 14, 2016                         | 988  |
| December 15, 2016                         | 2288 |
| <b>2017 – 24 PM-10 Violations (µg/m³)</b> |      |
| January 1, 2017                           | 384  |
| January 2, 2017                           | 753  |
| January 3, 2017                           | 2081 |
| February 16, 2017                         | 751  |

|                    |      |
|--------------------|------|
| February 26, 2017  | 953  |
| March 4, 2017      | 1400 |
| March 5, 2017      | 842  |
| March 20, 2017     | 172  |
| March 24, 2017     | 798  |
| March 30, 2017     | 382  |
| April 6, 2017      | 3543 |
| April 11, 2017     | 291  |
| April 12, 2017     | 521  |
| April 16, 2017     | 563  |
| April 26, 2017     | 505  |
| April 27, 2017     | 213  |
| May 12, 2017       | 402  |
| September 20, 2017 | 1349 |
| October 19, 2017   | 659  |
| October 20, 2017   | 1236 |
| November 8, 2017   | 407  |
| November 9, 2017   | 2538 |
| November 13, 2017  | 216  |
| December 20, 2017  | 192  |



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** District Governing Board

**From:** Chris Lanane, Air Monitoring Specialist

**Subject:** Adoption of 2018 Great Basin Unified APCD Annual Air Quality Monitoring Network Plan

---

#### **Summary:**

Federal regulations require an annual review of the District's ambient air monitoring network plan as a means to identify needs for additions, relocations, or terminations of monitoring stations or instrumentation. The attached District Annual Air Quality Monitoring Network Plan (AMNP) provides detailed information about the District's monitoring network for 2018. Typically, the State of California Air Resources Board (ARB) incorporates the District's monitoring network into their statewide annual network plan as well. Inclusion of the District's network in the ARB plan does not preclude the District from producing a plan of its own. District staff has produced this plan that provides specific detail regarding the District's monitoring network than the more general ARB plan.

The District made the plan available for public inspection and comment beginning April 7, 2018, for the 30-day statutory public inspection period in accordance with Title 40 of the Code of Federal Regulations, Part 58.10. Legal notices were published in the Inyo Register, the Sheet, and in the Tahoe Daily Tribune on or before April 7, 2018. The document was available on the District's website and at the District's Bishop office for inspection April 6, 2018. The public inspection period will close on May 10, 2018, at the conclusion of the Board meeting. As required by regulation, all comments received by that time, along with District responses to those comments, will be submitted to the US EPA Region IX Administrator along with the Network Plan.

**Fiscal Impact:** None.

#### **Board Action:**

Staff recommends the Governing Board adopt the District's 2018 Annual Air Quality Monitoring Network Plan for submission to the US EPA Region IX administrator for approval.

#### **Attachments:**

1. 2018 Great Basin Annual Air Quality Monitoring Network Plan (sent to the Board under separate cover, copies available on request).
2. LADWP Comments on the District's 2018 Annual Monitoring Network Plan, April 23, 2018
3. District Responses to LADWP's Comments on the District's 2017 Annual Monitoring Network Plan, April 23, 2018

Adoption of the 2018 Great Basin Unified APCD Air Quality Monitoring Network Plan (Action)  
May 10, 2018 – Agenda Item No. 8 – Page 1





ERIC GARCETTI  
Mayor

Commission  
MEL LEVINE, *President*  
WILLIAM W. FUNDERBURK JR., *Vice President*  
JILL BANKS BARAD  
CHRISTINA E. NOONAN  
AURA VASQUEZ  
BARBARA E. MOSCHOS, *Secretary*

DAVID H. WRIGHT  
*General Manager*

April 23, 2018

Mr. Phillip L. Kiddoo  
Air Pollution Control Officer  
Great Basin Unified Air Pollution Control District  
157 Short Street  
Bishop, California 93514-3537



Dear Mr. Kiddoo:

Subject: Review of Draft 2018 Annual Air Quality Monitoring Network Plan

Thank you for the opportunity to review and provide comments on the Great Basin Unified Air Pollution Control District's (GBUAPCD) Draft 2018 Annual Air Quality Monitoring Network Plan (AQMNP).

The Los Angeles Department of Water and Power's (LADWP) comments on the Draft 2018 AQMNP are presented below.

1. Non-United States Environmental Protection Agency (USEPA) Reference or Equivalent PM<sub>10</sub> Monitor at Lone Pine Site:

- The text (page 13, paragraph 6) indicates that the current monitor at the Lone Pine site is a Rupprecht and Patashnick (R&P) Filter Dynamics Measurement System (FDMS) Tapered Element Oscillating Microbalance (TEOM) continuous PM<sub>10</sub> monitor. This is not a USEPA-approved Federal Reference Method or Federal Equivalent Method (FRM/FEM) for measuring PM<sub>10</sub>.
- Both the 2016 Owens Valley PM<sub>10</sub> Planning Area Demonstration of Attainment State Implementation Plan (2016 SIP) and GBUAPCD Board Order No. 160413-01 call for the use of "shoreline and near-shore PM<sub>10</sub> monitors." The 2016 SIP defines a "shoreline and near-shore PM<sub>10</sub> monitor" as "... a fixed or portable USEPA-approved [FRM/FEM] PM<sub>10</sub> Monitor located approximately on the 3600-foot elevation (historic shoreline) contour, or within the Owens Valley Non-Attainment Area above the 3600-foot elevation." Similarly, GBUAPCD Board Order No. 160413-01 defines the "shoreline and near-shore PM<sub>10</sub> monitor" as "...a fixed or portable USEPA-approved [FRM/FEM] PM<sub>10</sub> Monitor located at or above the 3600-foot elevation (Regulatory Shoreline) contour within the Owens Valley Non-Attainment Area."
- In its response to LADWP's comment regarding the Lone Pine monitor in the 2017 AQMNP, the GBUAPCD explained that the Lone Pine monitoring was based on the need to operate a monitor type approved for community monitoring by the California Air Resources Board for verification with the state PM<sub>10</sub> standard. The GBUAPCD acknowledged that the R&P FDMS TEOM is not a USEPA-equivalent method.

Putting Our Customers First

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Agenda Item No. 8 - Attachment 2

180510

BOARD PACKET ~ Page 151 of 191

Mr. Phillip L. Kiddoo  
Page 2  
April 23, 2018

- The GBUAPCD's use of data from the Lone Pine FDMS TEOM is inconsistent with the USEPA requirements. Specifically, Title 40 of the Code of Federal Regulations (Part 58, Appendix A, § 1.1(c)) requires the use of FRMs/FEMs in order to verify compliance with the federal National Ambient Air Quality Standard for PM<sub>10</sub>.

2. Minor Comments:

- Figure 1 (page 4) indicates that the Kirkwood site includes both meteorological and PM<sub>10</sub> monitoring. However, the remainder of the plan indicates that this site is used for meteorological monitoring only.
- The text (page 19, paragraph 2) indicates that three of the five original PM<sub>10</sub> monitors operated as part of the T12 Best Available Control Measure (BACM) test were redeployed at T2, T11, and T16 to monitor compliance of low or no-water BACM measures. However, all five monitors from the T12 BACM were redeployed. The other two monitors were relocated to T29 to monitor areas tilled to provide dust control.
- In Table 3 (page 23), please clarify that the design concentrations are based on 24-hour average PM<sub>10</sub> values.
- Table A.2 (page 27) describes the Lone Pine PM<sub>10</sub> monitor as an R&P TEOM. This is inconsistent with the text earlier in the Draft 2018 AQMNP (and previous years' plans), that indicates that the Lone Pine State and Local Air Monitoring Station (SLAMS) site has been equipped with an FDMS TEOM.
- Table A.2 (page 27) indicates that the PM<sub>10</sub> SLAMS at the National Core Multipollutant Monitoring Station (NCORE) site is based on a Partisol, whereas Table 1 (page B3) states that the monitor is an R&P TEOM. Which is correct?
- Table 2 (page 8) described PM<sub>10</sub> monitoring at the NCORE site as "regional scale," whereas Table 2 (page B4) states that there is "no regional scale" for the PM<sub>10</sub> at the NCORE site. Which is correct?

If you have any questions, please contact me at (213) 367-1138.

Sincerely,



Nelson O. Mejia  
Manager of Owens Lake Dust Mitigation Program

LC:jem



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short St. - Bishop, CA 93514  
Tel (760) 872-8211, Fax (760) 872-6109

April 30, 2018

Mr. Nelson Mejia  
City of Los Angeles  
Department of Water and Power  
P. O. Box 51111  
Los Angeles, California 90051-5700

Re: Comments on the Great Basin Unified Air Pollution Control District's Draft 2018 Annual Air Quality Monitoring Network Plan

Dear Mr. Mejia:

Thank you for submitting comments on behalf of the Los Angeles Department of Water and Power (LADWP) dated April 23, 2018 regarding the Great Basin Unified Air Pollution Control District's (District's) Draft 2018 Annual Air Quality Monitoring Network Plan (AMNP). District staff has carefully considered the LADWP's comments and the District's responses are presented below. The LADWP's comments and the District's responses to them will be submitted, along with the Revised 2018 AMNP, to the EPA IX administrator for his/her consideration.

**1. LADWP Comment: Non-United States Environmental Protection Agency (USEPA) Reference or Equivalent PM10 Monitor at Lone Pine Site:**

- The text (page 13, paragraph 6) indicates that the current monitor at the Lone Pine site is a Rupprecht & Patashnick (R&P) Filter Dynamics Measurement System (FDMS) Tapered Element Oscillating Microbalance (TEOM) continuous PM10 monitor. This is not a USEPA-approved Federal Reference Method or Federal Equivalent Method (FRM/FEM) for measuring PM10.
- Both the 2016 Owens Valley PM10 Planning Area Demonstration of Attainment State Implementation Plan (2016 SIP) and GBUAPCD Board Order No. 160413-01 call for the use of "shoreline and near-shore PM10 monitors." The 2016 SIP defines a "shoreline and near-shore PM10 monitor," as "...a fixed or portable USEPA-approved [FRM/FEM] PM10 Monitor located at or above the 3600-foot elevation (Regulatory Shoreline) contour within the Owens Valley Non-Attainment Area."
- In its response to LADWP's comment regarding the Lone Pine monitor in the 2017 AQMNP, the GBUAPCD explained that the Lone Pine monitoring was based on the need to operate a monitor type approved for community monitoring by the California Air Resources Board for verification with the state PM10 standard. The GBUAPCD acknowledged that the R&P FDMS TEOM is not a USEPA-equivalent method.

- The GBUAPCD's use of data from the Lone Pine FDMS TEOM is inconsistent with the USEPA requirements. Specifically, Title 40 of the Code of Federal Regulations (Part 58, Appendix A, §1.1(c)) requires the use of FRMs/FEMs in order to verify compliance with the federal National Ambient Air Quality Standard for PM10.

District Response: A careful reading of the text cited shows that it actually states the following: "That comparison study was completed and the Mammoth Lakes TEOM/FDMS monitor and the Lone Pine TEOM monitor are both scheduled to be replaced..." Note the missing reference to an FDMS at Lone Pine. Additionally, the Lone Pine PM10 monitor is listed as a TEOM in Table A.2 on page 27 of the monitoring plan. The Lone Pine monitor was, in fact, converted from a TEOM/FDMS to a TEOM (Federal equivalent method) monitor as of December 1, 2017. Data from the Lone Pine TEOM can be used for comparison to the National Ambient Air Quality Standard (NAAQS) for PM10. All remaining LADWP comments on this issue are resolved by the conversion of the Lone Pine monitor to a federal equivalent method monitor (EQPM-1090-079) for PM10.

## 2. LADWP Minor Comments:

- Figure 1 (page 4) indicates that the Kirkwood site includes both meteorological and PM10 monitoring. However, the remainder of the plan indicates that this site is used for meteorological monitoring only.

District Response: The map will be edited to reflect that Kirkwood is currently a meteorological monitoring site only.

- The text (page 19, paragraph 2) indicates that three of the five original PM10 monitors operated as part of the T12 Best Available Control Measure (BACM) test were redeployed at T2, T11, and T16 to monitor compliance of low or no-water BACM measures. However, all five monitors from the T12 BACM were redeployed. The other two monitors were relocated to T29 to monitor areas tilled to provide dust control.

District Response: The text will be corrected to reflect the redeployment of the five T12 PM10 monitors, however, the two monitors at T29 are not currently operational according to the information provided to the District by LADWP monitoring personnel.

- In Table 3 (page 23), please clarify that the design concentrations are based on 24-hour average PM10 values.

District Response: The clarification will be made in the report, however, since the PM10 standard is a 24-hour standard, the design concentration could be nothing other than a 24-hour value.

- Table A.2 (page 27) describes the Lone Pine PM10 monitor as an R&P TEOM. This is inconsistent with the text earlier in the Draft 2018 AQMNP (and previous years' plans), that indicates that the Lone Pine State and Local Air Monitoring Station (SLAMS) site has been equipped with an FDMS TEOM.

District Response: The District converted the Lone Pine FDMS TEOM monitor to an EPA equivalent method TEOM PM10 monitor as of December 1, 2017.

- Table A.2 (page 27) indicates that the PM10 SLAMS at the National Core Multipollutant Monitoring Station (NCORE) site is based on a Partisol, whereas Table 1 (page B3) state that the monitor is an R&P TEOM. Which is correct?

District Response: All of the monitors listed in Table A.2 are SLAMS monitors unless otherwise noted. Both Table A.2 (page 27) and Table 1 (page B3) have been updated to remove the TEOM and replace it with the TAPI T640X PM10/PM2.5/PM10-PM2.5 monitor. The TAPI T640X is the primary PM10 and PM2.5 monitor at the NCORE station. The Partisols are the collocated monitors at this station.

- Table 2 (page 8) described PM10 monitoring at the NCORE site as “regional scale,” whereas Table 2 (page B4) states that there is “no regional scale” for the PM10 at the NCORE site. Which is correct?

District Response: Both statements in the plan are correct. The NCORE station operated by the District on behalf of the US EPA is a rural or background monitoring station the purpose of which is to measure regional (within a 50 to 100 km radius) background concentrations of pollutants of interest. Although, by regulatory definition, there is no scale for PM10 monitoring beyond Urban scale (area of 4 to 50 sq. km) (40 CFR Part 58, App. E, §6.3(b), Figure E.1), nevertheless, all monitors in a rural NCORE station are considered to operate as regional scale monitors.

In conclusion, the necessary corrections as identified by the comments provided in the LADWP April 23, 2018 letter will be addressed, as indicated in this response letter, in a revised draft 2018 ANMP that will be submitted to the US EPA and the ARB, with copies sent to the LADWP.

Sincerely,



Phillip L. Kiddoo  
Air Pollution Control Officer

PLK:cl

Enclosures

cc: Michael Flagg, EPA IX  
Jennifer Williams, EPA IX  
Michael Miguel, CARB  
Chris Lanane, GBUAPCD

**Agenda Item No. 8 - Attachment 3**



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** District Governing Board

**From:** Christopher Lanane

**Subject:** Lee Vining Air Quality Monitoring Station Presentation and Site Tour

---

#### **Summary:**

A slide show presentation will be made at the Board meeting showing the installation of the District's continuous PM10/PM2.5/PM10-2.5 monitoring station at the Lee Vining site. Following the presentation, there will be a tour of the air monitoring station.

#### **Background:**

The District has been monitoring particulate matter (PM) in the Mono Basin since January 1981. PM10 has been monitored in the Lee Vining area using an EPA-approved filter-based monitor collecting 24-hour integrated samples on a one-in-three-day schedule since the late 1980s. After the installation of the sand motion monitoring network west of the North Shore site and the installation of the Mono Lake North Shore monitoring station with a continuous PM10 monitor providing hourly-resolved PM10 data in 2007, staff determined that a similar station would be necessary to better characterize potential dust impacts on the residents and visitors of community of Lee Vining. The District began the process of finding a location and procuring materials for the station in April 2017. The project finally came to fruition in April 2018 and the Lee Vining station is now in operation. An interpretive panel that will be mounted near the station on Mattly Avenue will explain the station and the Mono Basin air quality monitoring program to residents and visitors to the site. The process of the installation and operation of the station has been documented and will be presented at the Board meeting.

#### **Board Action:**

Information only.

#### **Attachment:**

1. Installation of the Lee Vining Air Quality Monitoring Station Presentation

Lee Vining Air Quality Monitoring Station Presentation and Site Tour (No Action)

May 10, 2018– Agenda Item No. 9 – Page 1



# Installation of the Lee Vining Air Quality Monitoring Station

Great Basin Unified Air Pollution Control District  
Governing Board Meeting  
Mono Lake Indian & Lee Vining Community Center  
May 10, 2018



# Lee Vining Filter-Based PM10 Monitor









# Lee Vining Station Compound Footprint





Site Selected for New Lee Vining Station  
330 Mattly Avenue - Cleared and Prepared





# Site Selected for New Lee Vining Station 330 Mattly Avenue - Cleared and Prepared



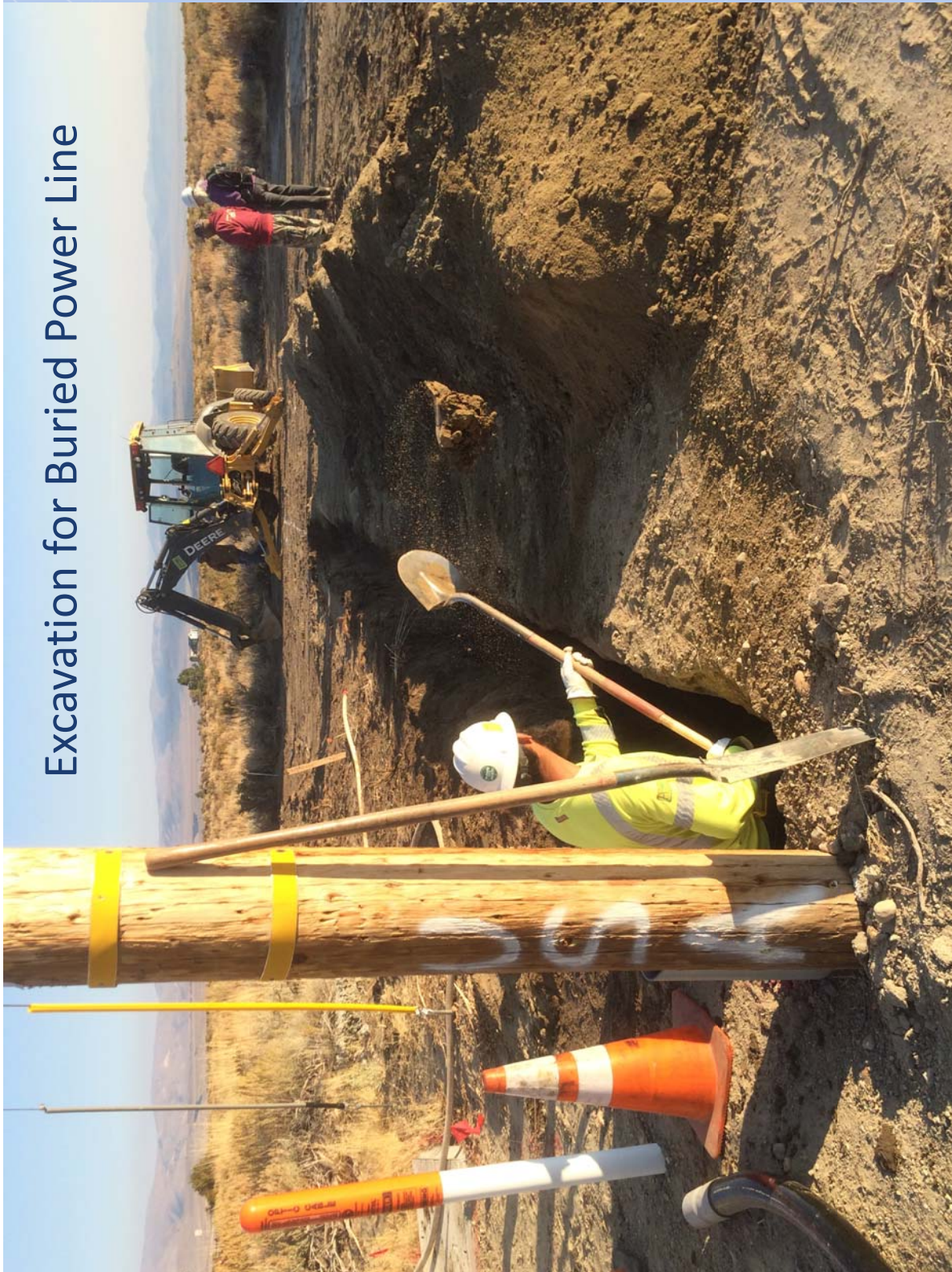




Excavation for Buried  
Power Line



## Excavation for Buried Power Line





# Excavation for Concrete Footings and Pad for Shelter





Rebar for Concrete Footings and Pad for Shelter









Shelter Installed on Pad





# SCE Power Pole Installation for Lee Vining Shelter Power





# Lee Vining Air Quality Monitoring Station

## Keeping Track of the Air We Breathe

The Lee Vining station monitors the air quality experienced by Lee Vining residents and visitors. Inside this enclosure, a particulate matter (PM) monitor measures concentrations of dust and smoke in the air. Great Basin Unified Air Pollution Control District, the local air quality agency, is responsible for its operation.

### Why Monitor Particulate Matter Pollution?

Exposure to particulate matter pollution, such as dust and smoke, can affect the heart and lungs and cause serious health effects. Great Basin has set up a Health Advisory system to inform the public about severe dust or wildfire events. You can sign up for advisories and see data from this station at Great Basin's website: [www.gbuaapcd.org](http://www.gbuaapcd.org)



Below: A winter dust storm on the east shore of Mono Lake.



Above: The Marina Fire burns just north of Lee Vining on June 24, 2016.

### Dust and Smoke in the Mono Basin

The Mono Basin has the cleanest and most polluted air in the nation. Most days of the year the air is clean. However, the air quality can suddenly become hazardous during wind-blown dust or wildfire smoke events. The primary pollution source in the Mono Basin is dust from the exposed lakebed surrounding Mono Lake, a result of the diversion of water to the City of Los Angeles that started in 1941. The current strategy for reducing dust emissions is to limit water diversions and increase the elevation of Mono Lake, submerging the exposed emissive source areas.





## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** Governing Board

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

**Subject:** Travel Report

---

#### Summary:

|                              |               |  |                  |
|------------------------------|---------------|--|------------------|
| Susan Cash                   | March 27 – 28 | CSDA* Fraud Detection and<br>Prevention for Local Government | Apple Valley, CA |
| Jon Becknell<br>Jan Sudomier | April 2 – 3   | VEE* Recertification   | Salinas, CA      |

#### **Board Action:**

None. Information only.

*\*CSDA: California Special District 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:** May 10, 2018

**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 March 30, 2018, is as follows:

3<sup>rd</sup> Qtr. Permit Activity: January 1, 2017 – March 30, 2017

|                                     |     |
|-------------------------------------|-----|
| Permit Applications Received        | 1   |
| Authority to Construct Issued       | 3   |
| Temporary/Permits to Operate Issued | 149 |
| Permit Inspections                  | 6   |
| Notices of Violation Issued         | 0   |

3<sup>rd</sup> Qtr. Permit Activity: January 1, 2018 – March 30, 2018

|                                     |    |
|-------------------------------------|----|
| Permit Applications Received        | 2  |
| Authority to Construct Issued       | 0  |
| Temporary/Permits to Operate Issued | 10 |
| Permit Inspections                  | 5  |
| Notices of Violation Issued         | 1  |

#### Open Notices of Violation

|             |             |               |
|-------------|-------------|---------------|
| Inyo County | Mono County | Alpine County |
| 7           | 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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** District Governing Board

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

**Subject:** FY 2017-2018 3rd Quarter Financial Reports (Jan 1 – Mar 31)

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#### **Summary:**

Financial summaries for the 3rd quarter of the 2017-2018 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 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.

#### **Fiscal Impact:**

None

#### **Board Action:**

None. Information only.

#### **Attachments:**

1. FY 2017-2018 3rd Quarter Financial Reports (January 1 – March 31)



Great Basin Unified Air Pollution Control District  
District Budget FY 2017-2018  
For the 3rd Quarter (Ending March 31, 2018)

| EXPENSES |  | 3rd Quarter          | Budget               | % of Budget   |
|----------|--|----------------------|----------------------|---------------|
| I        | <b>Employee Costs</b>  |                      |                      |               |
| A        | Employee Wages   | 228,536.08           | 322,500.00           | 70.86%        |
| B        | Retirement   | 46,051.37            | 57,700.00            | 79.81%        |
| C        | Insurance Benefits   | 50,582.51            | 57,500.00            | 87.97%        |
| D        | Taxes  | 42,247.78            | 55,600.00            | 75.99%        |
| 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>370,260.08</b>    | <b>496,400.00</b>    | <b>74.59%</b> |
| II       | <b>Operating &amp; Compliance Costs</b>  |                      |                      |               |
| A        | Advertising - Legal Notices & Ads  | 659.10               | 4,000.00             | 16.48%        |
| B        | Dues, Subscriptions Education, Use Tax, Fees, AB2588   | 4,968.08             | 10,000.00            | 49.68%        |
| C        | Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.) | 6,977.26             | 18,000.00            | 38.76%        |
| D        | Fuel and Gasoline  | 1,985.00             | 4,300.00             | 46.16%        |
| 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   | 16,982.40            | 25,700.00            | 66.08%        |
| H        | Maintenance & Repairs of Equipment - Labor   | 2,002.66             | 12,000.00            | 16.69%        |
| I        | Maintenance & Repairs of Equipment - Materials   | 3,912.57             | 12,000.00            | 32.60%        |
| J        | Postage and Shipping   | 286.45               | 1,000.00             | 28.65%        |
| K        | Professional & Special Services  | 21,407.48            | 45,000.00            | 47.57%        |
| L        | Supplies & Tools (In-Field, Office, General Use)   | 1,533.75             | 3,000.00             | 51.13%        |
| M        | Transportation & Travel  | 3,304.66             | 5,500.00             | 60.08%        |
| N        | Utilities  | 5,972.13             | 8,500.00             | 70.26%        |
| O        | Public Assistance/Grant Programs   | -                    | 6,000.00             | 0.00%         |
|          | <b>Operating &amp; Compliance Costs</b>  | <b>78,743.69</b>     | <b>166,000.00</b>    | <b>47.44%</b> |
| III      | <b>Materials &amp; Equipment</b>   |                      |                      |               |
| A        | Equipment: Computer, Furniture, General, Office, Scientific, Software (>\$5,000 ea.)         | -                    | 31,400.00            | 0.00%         |
|          | From Capital Asses Reserve: Equip & Materials (BO#170914-03f)                                | 15,000.00            | 15,000.00            | 100.00%       |
| B        | Capital Expenditure Fund: Vehicles & Equipment   | -                    | 5,000.00             | 0.00%         |
|          | <b>Materials and Equipment Costs</b>   | <b>15,000.00</b>     | <b>51,400.00</b>     | <b>29.18%</b> |
|          | <b>TOTAL EXPENSES (Parts I, II, III)</b>   | <b>464,003.77</b>    | <b>713,800.00</b>    | <b>65.00%</b> |
| IV       | <b>Grant Expenses</b>  |                      |                      |               |
| A        | EPA PM 2.5 Grant Funds   | -                    | 23,245.00            | 0.00%         |
| B        | EPA 105 Grant Funds  | 27,626.30            | 71,889.00            | 38.43%        |
| C        | EPA NCORE Funds  | -                    | -                    | 0.00%         |
|          | <b>Grants</b>  | <b>27,626.30</b>     | <b>95,134.00</b>     | <b>29.04%</b> |
|          | <b>Total Expenses</b>  | <b>\$ 491,630.07</b> | <b>\$ 808,934.00</b> | <b>60.78%</b> |

Great Basin Unified Air Pollution Control District  
District Budget FY 2017-2018  
For the 3rd Quarter (Ending March 31, 2018)

| REVENUE |  | 3rd 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     | 6,400.00             | 5,000.00             | 128.00%       |
| C       | Geothermal                                       | 288,358.00           | 309,000.00           | 93.32%        |
| D       | Hearing Board                                    | -                    | -                    | 0.00%         |
| E       | Initial Permit Fees (FF, ATC, Mods)              | 63,955.60            | 30,000.00            | 213.19%       |
| D       | Penalties & Late Fees                            | 2,193.00             | 20,000.00            | 10.97%        |
| G       | Sources (Asbestos, Diesel, Fuel, Electric, PERP) | 79,027.31            | 114,400.00           | 69.08%        |
| H       | Service Station Vapor Recovery                   | 9,964.00             | 15,000.00            | 66.43%        |
|         | <b>Fees, Permits &amp; Penalties</b>             | <b>449,897.91</b>    | <b>494,900.00</b>    | <b>90.91%</b> |
| II      | Other Revenue                                    |                      |                      |               |
| A       | Air Monitoring Audits                            | -                    | -                    | -             |
| B       | Interest   | 2,814.06             | 2,000.00             | 140.70%       |
| C       | Per Capita Fee                                   | -                    | -                    | -             |
| D       | Sales, Services, Fees, Rebates & Refunds         | 314.60               | 2,000.00             | 15.73%        |
| E       | State Subvention (3 counties)                    | 138,980.74           | 138,500.00           | 100.35%       |
| F       | Town of Mammoth Lakes (Air Monitoring)           | 25,000.00            | 25,000.00            | 100.00%       |
| G       | From Capital Asset Reserves: E&M                 | -                    | 36,400.00            | 0.00%         |
|         | From Capital Asset Reserves: E&M (BO#170914-03f) | 15,000.00            | 15,000.00            | 100.00%       |
|         | <b>Other Revenue</b>                             | <b>182,109.40</b>    | <b>218,900.00</b>    | <b>83.19%</b> |
|         | <b>Total Permits, Fees &amp; Other Revenue</b>   | <b>632,007.31</b>    | <b>713,800.00</b>    | <b>88.54%</b> |
| III     | Grant Funds (Restricted)                         |                      |                      |               |
| A       | EPA PM2.5 Grant                                  | 18,245.00            | 23,245.00            | 78.49%        |
| B       | EPA 105 Grant                                    | 71,889.00            | 71,889.00            | 100.00%       |
| C       | EPA Ncore Grant                                  | -                    | -                    | -             |
|         | <b>Total Grants</b>                              | <b>90,134.00</b>     | <b>95,134.00</b>     | <b>94.74%</b> |
|         | <b>TOTAL REVENUE (w/ Grants)</b>                 | <b>\$ 722,141.31</b> | <b>\$ 808,934.00</b> | <b>89.27%</b> |

**Reconcile to Inyo County Treasury as of 3/31/2018**

|  |                        |
|--|------------------------|
| District General Fund Reserves                   | \$ 1,045,489.15        |
| Capital Asset Accrual Reserves                   | \$ 82,365.64           |
| Spendable/Available Cash                         | \$ 196,870.38          |
| CEQA Lead Agency Litigation Funds <sup>(1)</sup> | \$ 49,856.92           |
| 103 Grant Funds (PM2.5)                          | \$ 46,130.45           |
| 105 Grant Funds                                  | \$ 93,390.54           |
|  | <b>\$ 1,514,103.08</b> |

Balance, IC Auditor Report 3/31/2018 **\$ 1,514,103.08**

Checking account balance as of 3/31/2018=\$19,548.84

<sup>1</sup> ORMAT Litigation Funds

Great Basin Unified Air Pollution Control District  
SB 270 Budget FY 2017-2018  
For the 3rd Quarter (Ending March 31, 2018)

| EXPENSES   |  | 3rd Quarter            | Budget                 | Adjusted Budget        | % of Budget   |
|------------|--|------------------------|------------------------|------------------------|---------------|
| <b>I</b>   | <b>Employee Costs</b>  |                        |                        |                        |               |
| A          | Employee Wages   | 1,118,975.57           | 1,692,800.00           | 1,692,800.00           | 66.10%        |
| B          | Retirement   | 339,712.95             | 424,500.00             | 424,500.00             | 80.03%        |
| C          | Insurance Benefits   | 329,890.93             | 449,700.00             | 449,700.00             | 73.36%        |
| D          | Taxes  | 209,032.91             | 285,500.00             | 285,500.00             | 73.22%        |
| 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>2,213,718.96</b>    | <b>2,869,000.00</b>    | <b>3,069,000.00</b>    | <b>72.13%</b> |
| <b>II</b>  | <b>Operating &amp; Compliance</b>  |                        |                        |                        |               |
| A          | Advertising - Legal Notices & Ads  | 3,408.85               | 6,000.00               | 6,000.00               | 56.81%        |
| B          | Dues, Subscriptions, Education, Use Tax & Fees   | 21,933.35              | 40,000.00              | 40,000.00              | 54.83%        |
| C          | Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.) | 57,217.05              | 143,100.00             | 143,100.00             | 39.98%        |
| D          | Fuel and Gasoline  | 17,760.20              | 30,000.00              | 30,000.00              | 59.20%        |
| E          | Health & Safety  | -                      | 2,000.00               | 2,000.00               | 0.00%         |
| F          | Insurance - Liability, Fire & Casualty   | 50,534.93              | 45,000.00              | 45,000.00              | 112.30%       |
| G          | Leases & Rents: Equipment, Office, Site, Storage   | 86,645.10              | 113,800.00             | 113,800.00             | 76.14%        |
| H          | Maintenance & Repairs of Equipment - Labor   | 22,262.22              | 50,000.00              | 50,000.00              | 44.52%        |
| I          | Maintenance & Repairs of Equipment - Materials   | 100,134.83             | 151,000.00             | 151,000.00             | 66.31%        |
| J          | Postage and Shipping   | 1,423.55               | 3,000.00               | 3,000.00               | 47.45%        |
| K          | Professional & Special Services  | 397,436.19             | 1,188,300.00           | 1,249,540.00           | 31.81%        |
| L          | Supplies and Tools (In-field, Office, General Use)   | 17,647.49              | 35,000.00              | 35,000.00              | 50.42%        |
| M          | Transportation & Travel  | 16,375.08              | 28,000.00              | 28,000.00              | 58.48%        |
| N          | Utilities  | 38,601.79              | 70,300.00              | 70,300.00              | 54.91%        |
| O          | Project Demonstration: Control Measure Testing   | 52,033.00              | -                      | 52,033.00              | 100.00%       |
| P          | Public Outreach & Education  | 7,650.00               | 10,000.00              | 10,000.00              | 76.50%        |
|            | <b>Operating &amp; Compliance Costs</b>  | <b>891,063.63</b>      | <b>1,915,500.00</b>    | <b>2,028,773.00</b>    | <b>43.92%</b> |
| <b>III</b> | <b>Materials &amp; Equipment</b>   |                        |                        |                        |               |
| A          | Equipment: Computer, Furniture, General, Office, Scientific, Software (>\$5,000 ea.)         | 117,850.59             | 191,000.00             | 272,983.52             | 43.17%        |
| B          | Vehicles & ATVs  | 36,190.12              | 50,000.00              | 50,000.00              | 72.38%        |
|            | <b>Materials &amp; Equipment Costs</b>   | <b>154,040.71</b>      | <b>241,000.00</b>      | <b>322,983.52</b>      | <b>60.12%</b> |
|            | <b>Expenses Total (Parts I, II, III)</b>   | <b>\$ 3,258,823.30</b> | <b>\$ 5,025,500.00</b> | <b>\$ 5,420,756.52</b> | <b>60.12%</b> |
| <b>IV</b>  | <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>\$ 3,258,823.30</b> | <b>\$ 5,025,500.00</b> | <b>\$ 6,170,756.52</b> | <b>52.81%</b> |

Great Basin Unified Air Pollution Control District  
SB 270 Budget FY 2017-2018  
For the 3rd Quarter (Ending March 31, 2018)

| REVENUE                            |  | 3rd 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                                    | 142,595.03             | -                      | 142,595.03             | 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:                                    | 52,661.49              | -                      | 52,661.49              | 100.00%        |
|                                    | Interest   | 17,141.74              | -                      | -                      | 0.00%          |
|                                    | Sales, Services, Rebates, Refunds                      | 2,686.01               | -                      | -                      | 0.00%          |
|                                    |  | 1,165,084.27           | -                      | 1,145,256.52           | 101.73%        |
| <b>TOTAL REVENUE</b>               |  | <b>\$ 6,190,584.27</b> | <b>\$ 5,025,500.00</b> | <b>\$ 6,170,756.52</b> | <b>100.32%</b> |

**Reconcile to Inyo County Treasury as of 3/31/2018**

|                                |                               |
|--------------------------------|-------------------------------|
| SB 270 General Fund Reserves   | \$ 1,575,999.38               |
| Capital Asset Accrual Reserves | \$ 161,068.46                 |
| Spendable/Available Cash       | \$ 2,880,403.84               |
|                                | <b><u>\$ 4,617,471.68</u></b> |

**Balance, IC Auditor Report 3/31/2018** **\$ 4,617,471.68**

Checking account balance as of 3/31/2018=\$107,164.33

Great Basin Unified Air Pollution Control District  
Owens Lake Trust Fund FY 2017-2018  
For the 3rd Quarter (Ending March 31, 2018)

|  |              |
|--|--------------|
| Beginning Cash Balance 7/1/2017                | 1,057,498.93 |
| June 30, 2017 Interest-earned Inyo County      | 2,412.31     |
| September 30, 2017 Interest-earned Inyo County | 2,533.10     |
|  | 1,062,444.34 |

**Expenses**

|                       |   |
|-----------------------|---|
| Professional Services | - |
|-----------------------|---|

|                                 |      |
|---------------------------------|------|
| <i>Checking account balance</i> | 3.90 |
|                                 | 3.90 |

|   |                        |
|---|------------------------|
| Reconcile to Inyo County Treasury 3/31/2018 | <b>\$ 1,062,444.34</b> |
|---|------------------------|

|   |                        |
|---|------------------------|
| Balance: IC Auditors Report as of 3/31/2018 | <b>\$ 1,062,444.34</b> |
|---|------------------------|

Great Basin Unified Air Pollution Control District  
Clean Air Projects Program FY 2017-2018  
For the 3rd Quarter (Ending March 31, 2018)

|  |                   |
|--|-------------------|
| Beginning Cash Balance 7/1/2017                | 771,215.63        |
| June 30, 2017 Interest-earned Inyo County      | 1,759.26          |
| September 30, 2017 Interest-earned Inyo County | 1,847.35          |
|  | <u>774,822.24</u> |

**Expenses**

Projects -

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

**Reconcile to Inyo County Treasury as of 3/31/2018** \$ 774,822.24

**Balance: Inyo County Auditors as of 3/31/2018** \$ 774,822.24

Great Basin Unified Air Pollution Control District  
Keeler Dunes Dust Control Projects FY 2017-2018  
For the 3rd Quarter (Ending March 31, 2018)

|  |                     |
|--|---------------------|
| 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)          |
| September 30, 2017 Interest-earned Inyo County | 5,799.90            |
|  | <u>2,448,086.16</u> |

**Expenses**

|   |                   |
|---|-------------------|
| Paid year-end invoices (FY16-17 accruals) | 57,033.26         |
| Employee Costs                            | 44,151.94         |
| General Expenses                          | 12,891.93         |
| Projects                                  | 685,062.68        |
| Jimmy Myers payment                       | (20,000.00)       |
| Antelope Valley RCD settlement payment    | (35,000.00)       |
| Administration                            | 18,108.95         |
|   | <u>762,248.76</u> |

|                                 |                  |
|---------------------------------|------------------|
| <i>Checking account balance</i> | <u>12,849.83</u> |
|                                 | 775,098.59       |

|  |                                      |
|--|--------------------------------------|
| <b>Reconcile to Inyo County Treasury 3/31/2018</b> | <b><u><u>\$ 1,672,987.57</u></u></b> |
|--|--------------------------------------|

|  |                                      |
|--|--------------------------------------|
| <b>Balance: Inyo County Auditors as of 3/31/2018</b> | <b><u><u>\$ 1,672,987.57</u></u></b> |
|--|--------------------------------------|





## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**To:** District Governing Board

**From:** Chris Howard, Senior Research and Systems Analyst

**Subject:** Town of Mammoth Lakes 2017-2018 Annual PM10 and Meteorological  
Summary Report

---

#### **Summary:**

The District has monitored air quality in the Town of Mammoth Lakes since 1984. The attached report summarizes air quality measurements recorded by the District between March 16, 2017 and March 15, 2018.

The Town did not experience any federal PM10 standard exceedances during this period (150  $\mu\text{g}/\text{m}^3$  for a 24-hour average). The state PM10 standard was exceeded on six (6) days (50  $\mu\text{g}/\text{m}^3$  for a 24-hour average), down from nineteen (19) in 2016-2017. The notable wildfire smoke impacts were from the Empire Fire and other Yosemite-area lightning-strike fires in August and September 2017. Wildfire smoke impacts resulted in three (3) state PM10 exceedance days, with a maximum daily value of 86  $\mu\text{g}/\text{m}^3$  on August 9, 2017. The report contains a graph (Figure 2) which shows the daily average PM10 levels throughout the summer, with the Empire Fire and other Yosemite area wildfire related PM10 exceedances highlighted. The other three (3) state exceedances were during the winter months, as listed in Table 1 and graphed in Figure 3.

The report contains a graph (Figure 4) showing the frequency and magnitude of summer wildfire smoke impacts on the Town from 1992 to 2017. Though the past five summers have been impacted by wildfire smoke, on average, the Town has experienced more smoke-free summers than smoky.

An archive of Town of Mammoth Lakes air quality reports can be found on the Town website at: <http://ca-mammothlakes.civicplus.com/index.aspx?nid=414>

Real-time PM and Meteorological conditions can always be found on the District website at: <http://www.gbuapcd.org/data/>

#### **Board Action:**

None. Informational only.

#### **Attachment:**

1. 2017-2018 Mammoth Lakes PM10 and Meteorological Summary



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

April 24, 2018

Nolan Bobroff  
Assistant Planner  
Town of Mammoth Lakes  
P.O. Box 1609  
Mammoth Lakes, CA 93546

RE: 2017-2018 Mammoth Lakes PM10 and Meteorological Summary

Dear Mr. Bobroff:

The Great Basin Unified Air Pollution Control District (GBUAPCD) has monitored air quality in the Town of Mammoth Lakes (Town) since 1984. We recently finalized the data completing the 2017-2018 air monitoring year ending March 15, 2018. We are pleased to provide you this summary of air quality measurements recorded by GBUAPCD between March 16, 2017 and March 15, 2018.

During this period, the federal PM10 standard ( $150 \mu\text{g}/\text{m}^3$  for a 24-hour average) was never exceeded. State PM10 standards ( $50 \mu\text{g}/\text{m}^3$  for a 24-hour average) were exceeded on six (6) days. Three (3) of these State exceedances were due to wildfire smoke impacts from several Yosemite-area lightning-strike fires in August and September 2017. There were three (3) exceedances of the State standard during the winter months. Exceedance days and PM10 levels are listed in the Table 1 for the 2017-2018 air monitoring year. An exceedance summary comparing the 2017-2018 monitoring year with the past eight (8) years is shown in Table 2.

Of the multiple wildfires contributing to elevated PM10 levels in Mammoth during the summer months of 2017, the Empire Fire was the most significant. The fire was ignited by lightning on August 1, 2017 and continued through November. The fire was located due west of Mammoth in the Illouette drainage and grew to 6,370 acres. Figure 1 shows the Empire Fire was still active in mid-October.

Figure 2 shows the daily average PM10 values between July and September 2017, highlighting the wildfire smoke elevated PM10 impacts in early August and early September. Figure 3 shows the daily average PM10 values for the entire monitoring year, superimposed on the prior three monitoring years for comparative purposes.

Figure 4 shows that historically, large-scale wildfires in the Mammoth Lakes area have been relatively infrequent events, though the past five summers have been impacted by wildfire smoke. The figure shows the daily average PM10 during July-September for years since 1992. Prior to

the Empire Fire and other Yosemite-area fires in 2017, the Town was impacted by significant smoke from the Owens River Fire in 2016, the Rough Fire in 2015, the French and King Fires in 2014, and the Aspen and Rim Fires in 2013. The figure indicates wildfire smoke has impacted the Town in eleven (11) summers since 1992 and each of the past five (5) summers.

Please contact me with any questions you may have.

Thank you,

A handwritten signature in blue ink, appearing to read "Phillip L. Kiddoo", with a long horizontal flourish extending to the right.

Phillip L. Kiddoo  
Air Pollution Control Officer

Table 1. Town of Mammoth Lakes State PM10 exceedances: March 16, 2017 - March 15, 2018. Daily average PM10 concentrations derived from EPA's Air Quality System Daily Summary Report.

| Date                      | PM10 Average<br>( $\mu\text{g}/\text{m}^3$ ) |
|---------------------------|--|
| **8/9/2017                | 86   |
| **9/2/2017                | 57   |
| **9/3/2017                | 72   |
| 12/14/2017                | 57   |
| 2/10/2018                 | 61   |
| 3/5/2018                  | 50   |
| **Denotes wildfire smoke. |  |

Table 2. Comparison of Federal and State PM10 exceedances with the prior eight monitoring years.

| Air Monitoring Year | Federal PM10<br>Exceedances (>150<br>$\mu\text{g}/\text{m}^3$ ) | State PM10<br>Exceedances (>50<br>$\mu\text{g}/\text{m}^3$ ) |
|---------------------|---|--|
| 09-10               | 0   | 25   |
| 10-11               | 0   | 36   |
| 11-12               | 0   | 5  |
| 12-13               | 0   | 19   |
| 13-14               | 2   | 17   |
| 14-15               | 0   | 3  |
| 15-16               | 0   | 20   |
| 16-17               | 0   | 21   |
| 17-18               | 0   | 6  |



Figure 1. Empire Fire burning in the Illilouette Basin, October 18, 2017.  
Photo courtesy InciWeb, <https://inciweb.nwcg.gov/incident/5475/>

# Summer 2017 Wildfire Smoke impacts on the Town of Mammoth Lakes

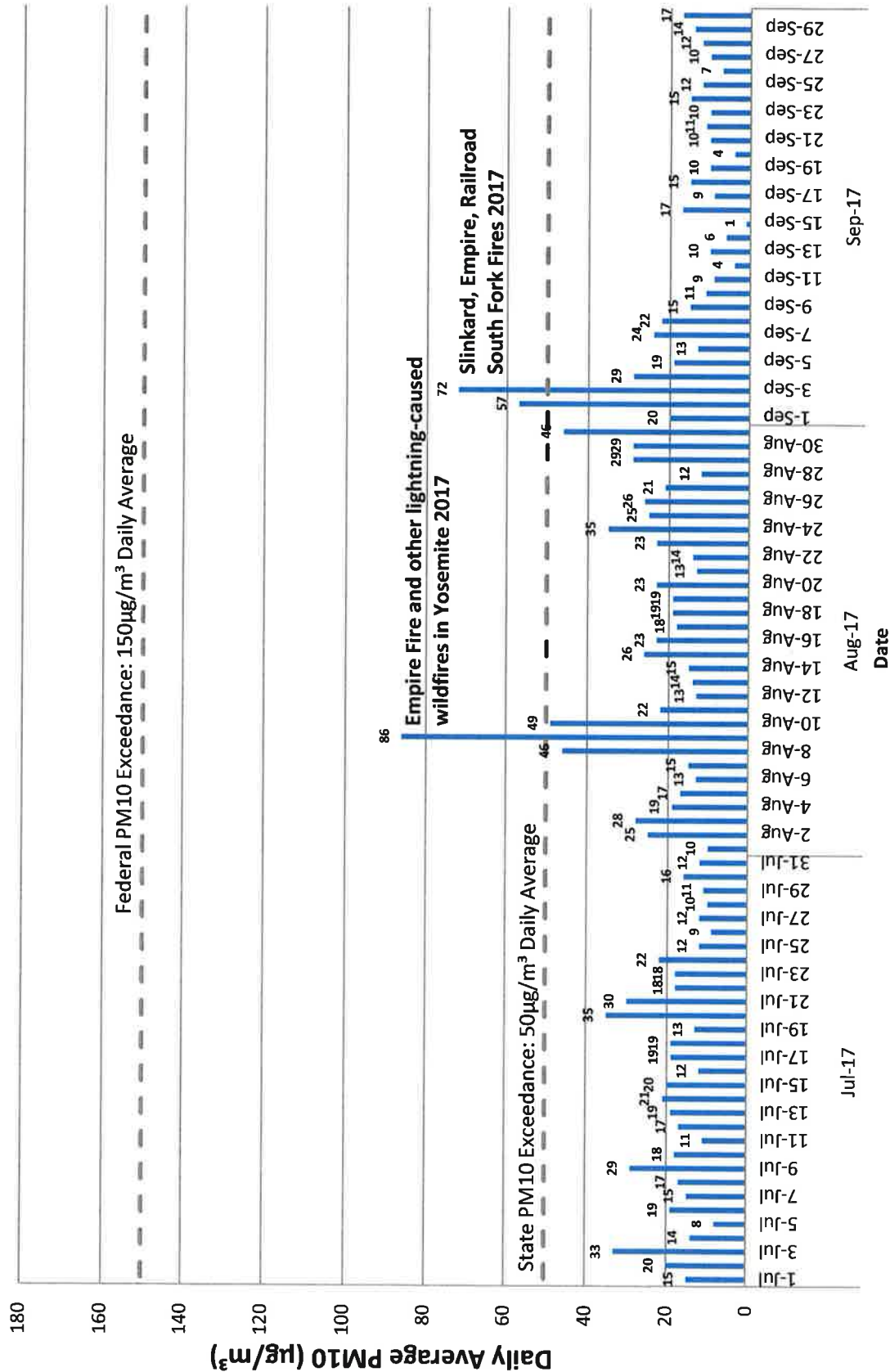


Figure 2: Summer 2017 Wildfire Smoke Impacts on the Town of Mammoth Lakes.





# Town of Mammoth Lakes - PM10 March 16, 2017 - March 15, 2018

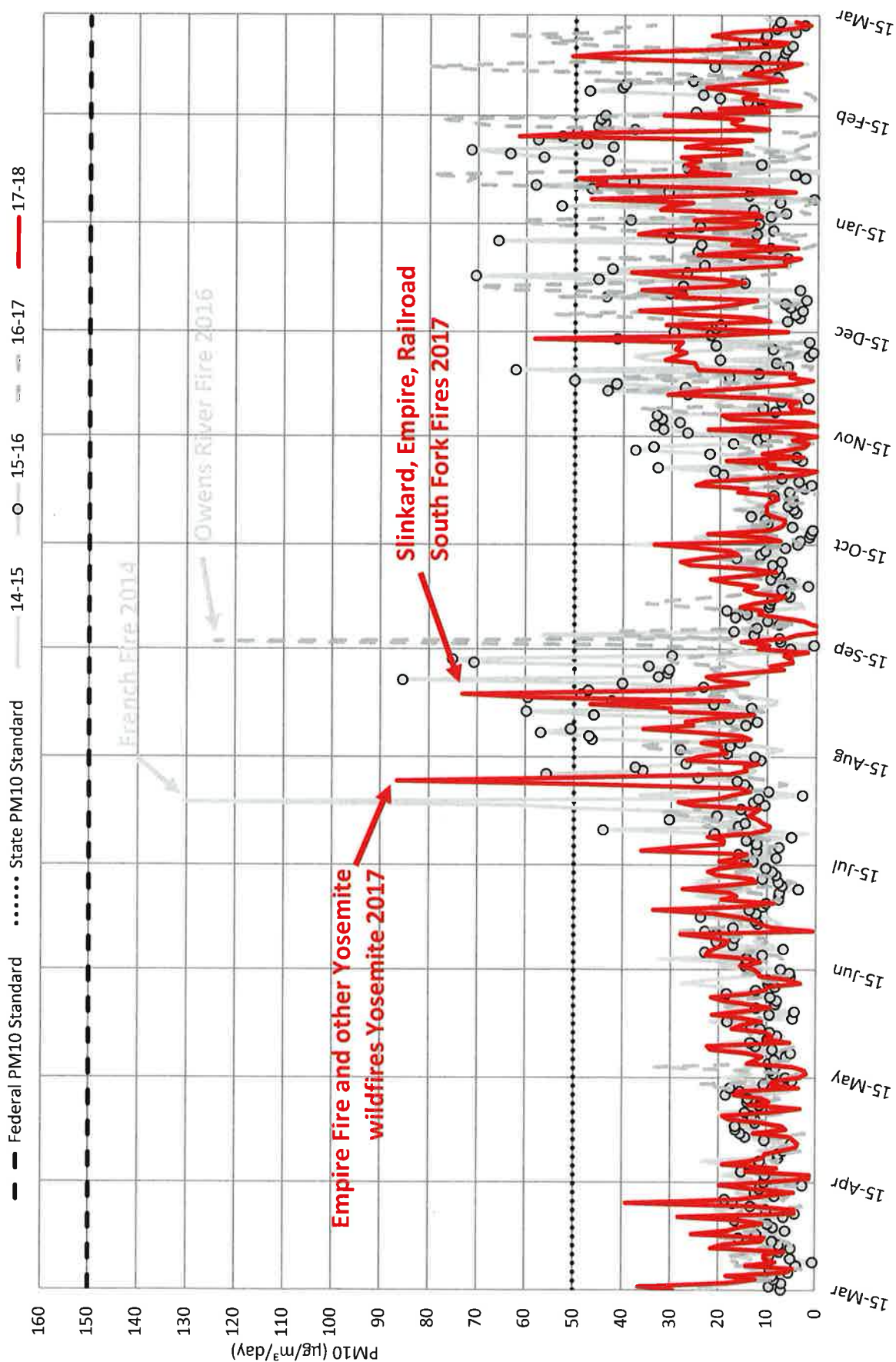


Figure 3: Town of Mammoth Lakes - PM10, March 16, 2017 - March 15, 2018.

Page 6 of 7 2017-2018GBU/APCD-TOML Report.docx



# **Town of Mammoth Lakes Wildfire Season PM10** June-September, 1992-2017

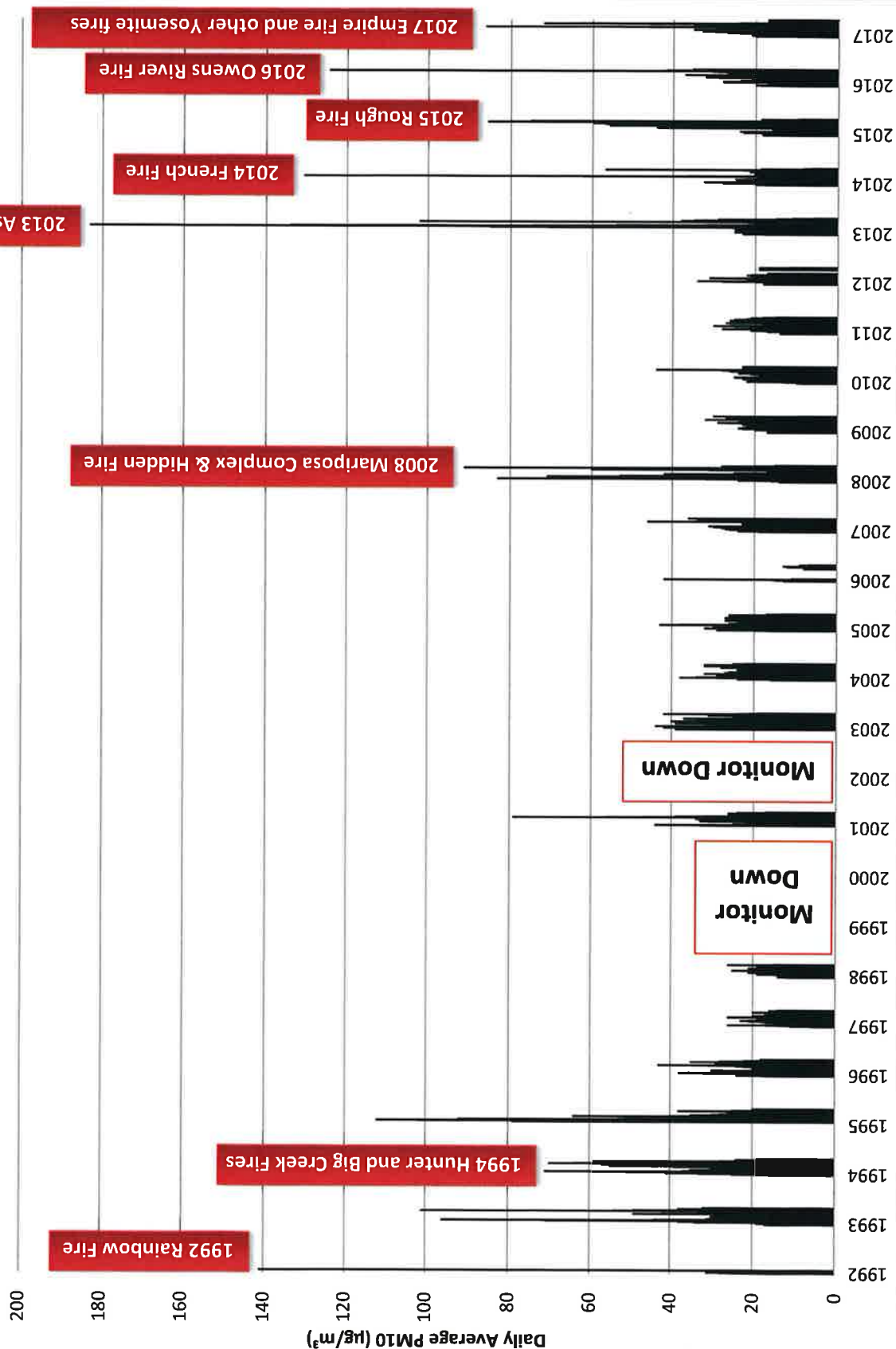


Figure 4: Town of Mammoth Lakes Wildfire Season PM10, June-September, 1992-2017.



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

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

### BOARD REPORT

**Mtg. Date:** May 10, 2018

**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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#### **Summary:**

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

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

#### **Nature's Image**

The APCO executed a contract amendment with Nature's Image on April 4 in order to move funds (\$50,880) from Task 7a (Removal of Irrigation System) to Task 2b (Plant Protection Cage Materials) in order to avoid a stoppage of the work to address the browsing of the new plantings. The contract amendment also refined other task expectations to include the planting and plant protection efforts but did not change the dollar allocation to any other tasks nor did the amendment change the overall contract amount.

#### **Desert Research Institute**

The APCO executed a contract amendment with Desert Research Institute (DRI) on April 4, 2018 in order to add \$10,000 to Task 3 (Owens Lake Science and History) as well as to include a new DRI staff member on the Schedule of Fees. The total change to the contract was \$10,000.

#### **Contract with Premier Speakers Bureau**

The APCO executed a contract with Premier Speakers Bureau in order to have Chad Williams, former U.S. Navy Seal, present the keynote agenda item on effective leadership, resilience, teamwork, motivation, and overcoming adversity at the 2018 Staff Summit held March 14-15 at the University of California White Mountain Research Station. The contract was for \$9,000 inclusive of travel.

#### **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:** May 10, 2018

**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.

# 2018

Regular Meetings of the GBUAPCD Governing Board  
2<sup>nd</sup> Thursday of odd Months

## JANUARY

| s  | m  | t  | w  | t  | f  | s  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  |    |
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| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 |    |    |    |

## FEBRUARY

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| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 |    |    |    |

## MARCH

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| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

## APRIL

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| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
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| 29 | 30 |    |    |    |    |    |

## MAY

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

## JUNE

| s  | m  | t  | w  | t  | f  | s  |
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| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

## JULY

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| 29 | 30 | 31 |    |    |    |    |

## AUGUST

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

## SEPTEMBER

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| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
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## OCTOBER

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| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 |    |    |    |

## NOVEMBER

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| 25 | 26 | 27 | 28 | 29 | 30 |    |

## DECEMBER

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| 30 | 31 |    |    |    |    |    |

Great Basin Unified APCD  
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