

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT



GOVERNING BOARD REGULAR MEETING INFORMATION

Meeting Date & Time

Thursday, November 1, 2018 at 10:00 a.m.

Meeting Location

Mono County Board of Supervisors Meeting Room
452 Old Mammoth Road, 3rd Floor
Mammoth Lakes, California 93546

District Board

David Griffith, Alpine County, Chair
Dan Totheroh, Inyo County, Vice Chair
Ron Hames, Alpine County
Fred Stump, Mono County
Matt Kingsley, Inyo County
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

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

GOVERNING BOARD REGULAR MEETING AGENDA

THURSDAY, NOVEMBER 1, 2018 AT 10:00 AM

Mono County Board of Supervisors Meeting Room

452 Old Mammoth Road, 3rd Floor

Mammoth Lakes, California 93546

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

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

1. Call to Order and Pledge of Allegiance
2. Public Comment on Matters Not on the Agenda (No Action)
3. Consent Items (Action)
 - a. Approval of the September 6, 2018 Regular Governing Board Meeting Minutes1
 - b. Approval for Annual Support Renewal Payment to Agilaire for Hosted AirVision Air Monitoring Database Services in the Amount of \$12,913.....8
 - c. Sole Source Determination and Approval of Agreement with Peter Hsiao of King & Spaulding, LLP for the Provision of Routine and Special Legal Services for the Remainder of Fiscal Year 2018-201912
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10. **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.
11. **CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:**

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

Real Property Negotiations. Government Code Section 54956.8. Property: 157 Short Street, Bishop, CA. Agency Negotiator: Air Pollution Control Officer. Negotiating Parties: Great Basin Governing Board and Owner. Under Negotiation: Price and Terms of Sale.
13. Adjournment

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



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

BOARD REPORT

Mtg. Date: November 1, 2018

To: District Governing Board

From: Tori DeHaven, Clerk of the Board

Subject: Approval of the September 6, 2018 Regular Governing Board Meeting Minutes

Summary:

Attached for the Board's approval are the minutes from the September 6, 2018 regular meeting held in Bridgeport, California.

Board Action:

Staff recommends that the Board review and approve the minutes from the September 6, 2018 meeting.

Attachment:

1. September 6, 2018 minutes

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
GOVERNING BOARD MINUTES
September 6, 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 September 6, 2018 in the Mono County Board of Supervisors Chamber (2nd Floor), Mono County Courthouse, Main Street (Highway 395), Bridgeport, California 93517.

Governing Board members present:

David Griffith, Board Chair, Alpine County
Dan Totheroh, Board Vice Chair, Inyo County
Matt Kingsley, Inyo County
Fred Stump, Mono County
Katherine Rakow, Alternate Alpine County

Governing Board members absent:

John Wentworth, Town of Mammoth Lakes
Stacy Corless, Mono County
Ron Hames, Alpine County

A quorum was present.

GBUAPCD staff present:

Phill Kiddoo, Air Pollution Control Officer
Ann Logan, Deputy Air Pollution Control Officer
Tori DeHaven, Clerk of the Board

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

None.

**Please note that due to background noise, the audio recording is difficult to hear clearly in some parts.*

Agenda Item #1
Call to Order
Pledge of
Allegiance

Board Chair Griffith called to order the regular meeting of the Governing Board at 10:02 a.m.

Board member Kingsley then led the Pledge of Allegiance.

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

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

Mr. Nelson Mejia, City of Los Angeles Department of Water and Power (DWP), introduced himself to the Board and noted that he would be replacing Mr. Milad Taghavi and added that he is optimistic that DWP and the District would be able to resolve any outstanding issues.

Agenda Item #3
Approval of
Resolution 2018-
04 Requesting
Renewal of
Residential
Burning
Exemptions and
Submission to the
California Air
Resources Board
(Action)

The public hearing was opened at 10:07 am. Staff made a brief staff report and public comment was requested at 10:11 am; no comment was offered.

Motion (Kingsley/Stump) Following the public hearing, and upon asking for and receiving no public comments, a motion was made authorizing the Air Pollution Control Officer to submit a residential burn renewal exemption request to the California Air Resources Board for the Charleston View sub-area and authorizing the Air Pollution Control Officer to evaluate and request any future renewal requests for existing exemption sub-areas. The Board also adopted Resolution 2018-04 and authorized the Air Pollution Control Officer to sign the Exemption Request Letter to the California Air Resources Board.

Ayes: Board Members – Kingsley, Stump, Griffith, Totheroh, Rakow

Noes: 0

Abstain: 0

Absent: Board Members – Wentworth, Corless, Hames

Motion carried 5/0 and so ordered.

B/O #180906-03

Agenda Item #4
Consent Items
(Action)

Motion (Totheroh/Kingsley) adopting consent items a, c and d as follows:

- a. Approval of the May 10, 2018 Regular Governing Board Meeting Minutes *(with corrections made to Board Chair Griffith's Board Member Report as clarified on 9/6/2018)*
- c. Authorize APCO to Sign and Submit Application for Subvention Funds
- d. Award Bid and Authorization the Purchase of One (1) New High-Clearance 4-Door 4-Wheel Drive Sport Utility Vehicle for \$36,415.32

Ayes: Board Members – Kingsley, Stump, Griffith, Totheroh

Noes: 0

Abstain: Board Alternate - Rakow

Absent: Board Members – Wentworth, Corless, Hames

Motion carried 4/0 and so ordered.

B/O #180906-04a

Motion (Griffith/Stump) adopting consent item b as follows:

- b. Approval of the July 12, 2018 Regular Governing Board Meeting Minutes

Ayes: Board Members – Kingsley, Stump, Griffith, Totheroh, Rakow

Noes: 0

Abstain: 0

Absent: Board Members – Wentworth, Corless, Hames

Motion carried 5/0 and so ordered.

Agenda Item #5
Adoption of
Exceptional
Events Mitigation
Plan for the Coso
Junction PM10
Planning Area
(Action)

Mr. Mejia commented that the DWP appreciates the opportunity to provide comments on this item. He acknowledged that DWP agrees with APCO Kiddoo as it relates to the comments that were made and how they were incorporated in the final Exceptional Events Mitigation Plan for the Coso Junction PM10 Planning Area.

Motion (Totheroh/Kingsley) adopting the District's Exceptional Events Mitigation Plan for the Coso Junction PM10 Planning Area for submission to the California Air Resources Board and the United States Environmental Protection Agency Region IX Administrator for approval.

Ayes: Board Members – Kingsley, Stump, Griffith, Totheroh, Rakow

Noes: 0

Abstain: 0

Absent: Board Members – Wentworth, Corless, Hames

Motion carried 5/0 and so ordered.

B/O #180906-05

Agenda Item #6
Public Outreach
During Wildfires
and Development
of Public Health
Recommendations
for Smoky
Conditions
(No Action)

Deputy APCO Logan indicated that her report provides an update of the District's work over the summer wildfire season. This summer all three counties, Inyo, Mono and Alpine, experienced widespread and severe wildfire smoke impacts from numerous fires including the Lions Fire, Ferguson Fire, Donnell Fire and now the Boot Fire. Many communities sustained air quality impacts with hourly particulate matter values in the unhealthy or hazardous range with little or no reprieve. District staff put forth great effort in several arenas to improve public outreach for the air quality impacts due to wildfire smoke. Efforts included monitoring, District website updates, public health recommendations and additional public and press outreach. Emergency monitors were installed in the communities of Crowley, Bridgeport, Walker, Coleville and Woodfords. Low-cost sensors (Purple Air) will be deployed starting in Alpine County as soon as a power supply issue is resolved. The District website was also updated earlier this year and now provides more expansive public health information as well as smoke and wildfire updates. She then asked for comments and questions from the Board.

Board member Stump thanked staff for their efforts to improve monitoring as well as public outreach concerning wildfire smoke impacts. He indicated that members of the communities that he represents have complained to him about smoke impacts and how they are being affected by them. He suggested a letter or resolution be written, which would be approved by the Board and signed by the Chair, to communicate the concerns of the public as well as the Board. Board member Stump also indicated that there is a great need for clean air centers in every community as well as the availability of a FEMA claims process to help people and businesses impacted by the wildfires. Board member Stump also added that the public have expressed concerns about the fire agencies not having to file permits with the air district for full suppression wildfires.

Discussion continued regarding the District's Smoke Management Plan policy as well as staff communication with other involved air districts and fire management agencies. Staff also indicated that it may be more appropriate for Mono County or the Town of Mammoth Lakes to write and approve a resolution as suggested by Board member Stump. Members of the Board also agreed that there is a need for clean air centers in every community.

Staff added that they are continually looking for places in the various represented communities to deploy monitors.

Ms. Cindy Duriscoe, Big Pine Paiute Reservation, noted that some of the actions the tribes are taking include having emergency services buildings or centers set up. Currently the Big Pine Tribal Wellness Center is the location for emergency services as well as a cooling center and as a clean air center. The tribe has also purchase N-95 masks. At this time, services are for tribal members, elders and the health sensitive population.

Deputy APCO Logan suggested that, to help address the Board's and public's concerns regarding how fires are being managed, staff should revise and renew the overdue Memorandum of Agreement the District currently has with the land management agencies for both the smoke management program and wildland use for resource benefit. The Memorandum of Agreement for Smoke Management was signed in 2001 by California Air resources Board, all the forests located within the District, the Bureau of Land Management, the National Parks Service; it is currently expired and due for renewal.

Board member Stump requested that an item directing staff to renew and revise the expired Memorandum of Agreement for Smoke Management, be added to the next regular meeting's agenda.

A break was taken at 11:34 am. The meeting resumed at 11:38 am.

Agenda Item #7
Informational
Items
(No Action)

It was suggested by Board Chair Griffith that the future permit enforcement activity data be presented in spreadsheet form to show trends over a five-year time period and that a "year to date" heading be added to future quarterly financial reports to provide clarification.

Agenda Item #8
Board Member
Reports
(No Action)

Board member Totheroh reported that he attended an Eastern Sierra Council on Governments meeting where discussions took place regarding forest health and prescribed burns. He then stated that there is a desire to utilize, as much as possible, woodchips that are a result of fuels management. A question was asked about whether they could be used on Owens Lake.

Board Chair Griffith noted that concerning the Woodstove Replacement Program, there aren't enough retailers willing to go to Alpine County. A constituent has reported to him that the closest one was in Lone Pine, California.

Ms. DeHaven, Clerk of the Board, replied that there are, in fact, other retailers closer than Lone Pine that are willing to go to Alpine County for the Woodstove replacement Program.

Board Chair Griffith then asked if the District could accept and utilize retailers that have been certified by other air districts in order to reach remote communities.

APCO Kiddoo explained that each air district has their own set of guidelines for certifications which may be different from one another.

Board alternate Rakow asked about the waiting list that was generated previously, and what happens to those people.

Ms. DeHaven explained that the funding for this program is from a different grant. People will have to reapply as waiting lists from previous grants and programs are not rolled over to new grants and programs.

Board Chair Griffith commented on how previously, the Region 4 Forest Service and Humboldt-Toiyabe did not have a good neighbor authority agreement with California. However, a couple of days ago an agreement was signed which means that those agencies are eligible for state funding.

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

APCO Kiddoo gave report on the following items

- 1) On Saturday, September 8, Bishop is having a Picnic in the Park event which he has been invited to come and speak at. APCO Kiddoo will be giving a talk about what the District does.

Agenda Item #10
Confirm Date and
Location of Next
Regular Meeting
(November 1,
2018, in Mono
County, CA)
(No Action)

The next regular meeting of the District Governing Board will convene at 10:00 am on November 1, 2018 in Mammoth Lakes, California. The District's Clerk of the Board will find and reserve a handicap accessible meeting room and contact the District Board members as to its location.

Agenda Item #11
CLOSED
SESSION

The Board convened into closed session at 11:57 am.

The Board reconvened into open session at 1:42 pm.

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

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

subdivision (a) of Section 54956.9 of the California Government Code.

- 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.

Report: Information given.

**Agenda Item #12
CLOSED
SESSION**

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

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

Report: Information given.

**Agenda Item #13
CLOSED
SESSION**

**CLOSED SESSION - CONFERENCE WITH REAL PROPERTY
NEGOTIATORS**

Real Property Negotiations. Government Code Section 54956.8. Property: 157 Short Street, Bishop, CA. Agency Negotiator: Air Pollution Control Officer. Negotiating Parties: Great Basin Governing Board and Owner. Under Negotiation: Price and Terms of Sale.

Report: Direction given.

**Agenda Item #14
CLOSED
SESSION**

CLOSED SESSION -

Evaluation of Performance – Section 54957(b)(1) of the California Government Code. Employee Being Evaluated: Air Pollution Control Officer.

Report: Direction given.

Adjournment

The meeting was adjourned by Board Chair Griffith at 1:42 pm. The Board will reconvene in open session at 10:00 am, on Thursday, November 1, 2018 in Mammoth Lakes, California.

David Griffith, Board Chair

Attest:

Tori DeHaven, Board Clerk



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

www.gbuapcd.org

BOARD REPORT

Mtg. Date: November 1, 2018

To: District Governing Board

From: Chris Howard, Senior Research and Systems Analyst

Subject: Approval for Annual Support Renewal Payment to Agilaire for Hosted AirVision Air Monitoring Database Services in the Amount of \$12,913

Summary:

Since September 2016, the District has relied upon the hosting and technical services of Agilaire LLC to manage District air monitoring data in the AirVision air monitoring database. The Annual Hosting and Support payment amount for 2018-2019 is \$12,913. This payment will provide the District one year of AirVision cloud hosting as well as on-call technical support. AirVision continues to meet the District's needs and staff recommends its continuation. In July 2018, the District Governing Board determined Agilaire LLC a sole-source provider for District data management systems and data acquisition systems.

The essential components of District data processing are 1) data acquisition systems, and 2) data management systems. In 2016 the former District data management system, designed in Microsoft Access, was nearing maximum storage capacity and in need of replacement. The District performed an exhaustive search for an alternative and, after much testing and many trials, decided upon a cloud-based data management system by Agilaire named AirVision. The Board authorized the purchase of the AirVision cloud-hosted system in September 2016 and the District now realizes the benefits of the advanced capabilities of AirVision including real-time alerts, automatic data pre-validation, and multiple-trigger health alerts. The District data validation process is now fully AirVision-based. AirVision has turned out to be very efficient managing vast amounts of data.

Fiscal Impact:

The 2018-2019 Annual AirVision Support Renewal payment was anticipated and included in the District's 2018-2019 SB270 Budget under line Item II.K., Professional & Special Services in the amount of \$14,000.

Consent (Action) – Approval for Annual Support Renewal Payment to Agilaire for Hosted
AirVision Air Monitoring Database Services in the Amount of \$12,913
November 1, 2018 - Agenda Item No. 3b – Page 1

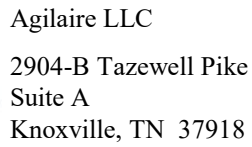
Board Action:

District Staff recommends the Board approve and authorize the Air Pollution Control Officer to sign purchase order 2018-59CBH for one Annual AirVision Support Renewal in the amount of \$12,913 from Agilaire LLC, Knoxville, Tennessee.

Attachments:

1. Agilaire Invoice #104493, dated 8/31/2018, Annual AirVision Support Renewal – hosted system – through 9/1/2019
2. Purchase Order 2018-59CBH with Agilaire for one Annual AirVision Support Renewal – hosted system, covering services between 9/1/2018 and 9/1/2019.

Consent (Action) – Approval for Annual Support Renewal Payment to Agilaire for Hosted
AirVision Air Monitoring Database Services in the Amount of \$12,913
November 1, 2018 - Agenda Item No. 3b – Page 2



Date	Invoice #
8/31/2018	104493

Ship To

Phone #	Fax #	E-mail
865-927-9440	865-927-9552	info@agilairecorp.com

BOARD PACKET ~ Page 10 of 133

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

Purchase Order No.	2018-59CBH
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This number must appear on all related correspondence & invoices.

Federal Tax ID No. 43-2106258

Vendor:			Ship to:		
Name			Name		
Company			Chris Howard		
Address			Great Basin Unified APCD		
City/State/Zip			Address		
Knoxville, TN 37918			157 Short Street		
Phone			City / State / Zip		
865.927.9440			Bishop, CA 93514		
Acct. No.			Phone		
Reference			(760) 872-8211		
Proposal dated 8/31/2018			Ship Via		
			Terms		
P.O. Date:		8/31/18	Date Required:		11/1/18

[illegible]

		SubTotal	\$ 12,913.00
Is this order paid by credit card? YES NO X		Shipping & Handling	
Ordered By: Chris Howard		Taxes: Rate:	
		TOTAL*	\$ 12,913.00

<p>Approved: _____</p> <p>Date: _____</p> <p>* Purchase Orders totaling \$500.00 or more must <u>first</u> be:</p> <p>(1) Submitted to the Projects Manager (original + 1 copy); and</p> <p>(2) Approved and signed by the APCO prior to ordering.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">BUDGET:</td> <td style="width: 30%;"><u>Task # or budget category:</u></td> <td style="width: 40%;"></td> </tr> <tr> <td>SB 270 _____</td> <td>100% _____</td> <td>2.K.9 (Prof and other Services)</td> </tr> <tr> <td>District _____</td> <td>_____</td> <td>_____</td> </tr> </table> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>_____ Reviewed for PBC Policy (P. Kiddoo)</p> <p>_____ Budget Log (S. Cash)</p> <p>_____ Fiscal Services (P Gilpin)</p> </div>	BUDGET:	<u>Task # or budget category:</u>		SB 270 _____	100% _____	2.K.9 (Prof and other Services)	District _____	_____	_____
BUDGET:	<u>Task # or budget category:</u>									
SB 270 _____	100% _____	2.K.9 (Prof and other Services)								
District _____	_____	_____								



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

BOARD REPORT

Mtg. Date: November 1, 2018

To: District Governing Board

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

Subject: Sole Source Determination and Approval of Agreement with Peter Hsiao of King & Spaulding, LLP for the Provision of Routine and Special Legal Services for the Remainder of Fiscal Year 2018-2019

The District's total budget for Fiscal Year 2018-19 contains funds for legal services, which had been allocated to a contract with Morrison and Foerster for the services of Peter Hsiao. Mr. Hsiao is no longer working for Morrison and Foerster and is now with King & Spaulding.

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

Mr. Hsiao's depth of knowledge and intimate understanding of the District and of the legal issues surrounding the Owens Lake and Mono Lake environmental concerns makes him, regardless of which firm he associates with, an invaluable asset to the District. Mr. Hsiao is uniquely qualified to

provide legal advice on these matters. Mr. Hsiao has developed experience with the District that is unmatched by any other lawyer, and there would be substantial increase in costs to the District to replace him with other counsel who would lack the base of knowledge and expertise to effectively represent the District. Staff recommends that Mr. Peter Hsiao of King & Spaulding, LLP be determined a sole-source provider of legal services to the District.

Fiscal Impact:

The attached agreement, like those of legal services in the past, does not have a dollar amount. The remaining SB 270 funds (\$54,459 from Fiscal Year 2017-2018, and \$250,000 from Fiscal Year 2018-2019) of \$304,459 less any outstanding unknown bills, be reallocated from Morrison and Foerster to a new agreement with Mr. Hsiao's new firm of King & Spaulding. The amount to be encumbered for payment to this firm will not exceed \$304,459 for SB 270 related legal services as approved in the final Fiscal year 2018-2019 budget.

Board Action:

Staff recommends that the Board:

1. Declare Mr. Peter Hsiao of King & Spaulding, LLP, as a sole source provider of legal services for the District, and
2. Approve the attached agreement with Spaulding & King, LLP, and
3. Authorize the Air Pollution Control Officer to sign the agreement.

Attachment:

1. Agreement for Legal Services

KING & SPALDING

King & Spalding LLP
633 West Fifth Street
Suite 1700
Los Angeles, CA 90071

Tel: +1 213 443 4355
Fax: +1 213 443 4310
www.kslaw.com

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

September 28, 2018

Via Electronic Mail

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

Re: Agreement For Legal Services

Dear Phill:

We are pleased that you have asked King & Spalding LLP (the “firm,” “us,” “we”) to serve as your counsel. This letter will confirm our discussions about this engagement and the basis on which the firm will provide its legal services. If you have questions about these provisions or would like to discuss possible modifications, please call me.

1. ***Client and Scope of Representation.*** The firm’s client in this matter will be the Great Basin Unified Air Pollution Control District (“you” or the “District”). The firm will be engaged to advise and represent you in connection with the regulation of air pollution including those issues regarding the duties and responsibilities under Health & Safety Code Section 42316. You may limit or expand the scope of this matter, but the firm must agree to any substantial expansion in advance.

2. ***Term of Engagement.*** You or the firm may terminate this engagement at any time for any reason by written notice, subject on the firm’s part to applicable rules of professional conduct. If the firm terminates the engagement, the firm will take such steps as are reasonably practicable to protect your interests in the matter. If a court’s or other tribunal’s permission is necessary for the firm to withdraw from the representation, we will promptly apply for that permission and you agree to promptly engage successor counsel to represent you and not oppose the firm’s application to withdraw.

information you have supplied to us that we have retained will be kept confidential in accordance with applicable rules of professional conduct. We will promptly return your papers and property at your request upon payment of outstanding fees and costs, and will retain our own files, including lawyer work product and intellectual property in it, that pertain to the matter. We will transfer all documents we retain to the personnel responsible for administering the firm's records retention program. You agree that we may securely dispose of or destroy any files you have not requested to be returned to you a reasonable time after termination of this matter in accordance with our document management policy, which currently calls for retention of materials pertaining to a matter for at least ten years after the matter ends.

You are engaging our firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact on your rights and liabilities. You agree that unless you actually engage the firm after the matter's completion to provide additional advice or representation on issues arising from the matter, we have no continuing obligation to advise as to future developments.

3. ***Fees and Expenses.*** The firm's fees are based primarily on the hourly billing rate for each attorney and legal assistant devoting time to a matter. The firm's hourly billing rates for attorneys likely to work on this matter include myself at the discounted hourly rate of \$850 and Matthew Hofer of \$555. These rates will remain for your current fiscal year and then are subject to change from time to time.

Our invoices will include separate charges for expenses in performing our services, such as photocopying, outside messenger and delivery services, computerized research, and search and filing fees. Third-party providers' fees and expenses, such as for consultants, experts, e-discovery vendors, appraisers, and local counsel, will be billed to you directly by the provider.

Invoices will normally be rendered monthly for work performed and expenses posted the previous month. Payment is due within 30 days of your receipt of our invoice, and if an invoice remains unpaid for an unreasonable length of time, the firm may cease performing services for you or withdraw from the engagement unless satisfactory arrangements are made to pay outstanding invoices and future fees and expenses.

Unless you and we have agreed that our compensation will be made on a contingent, capped, or flat fee basis, you understand that the cost of handling this matter is not predictable and that we have not made a commitment or promise as to the maximum fees and expenses necessary to complete it. If you wish, we will prepare an estimate or budget for work on this matter, but you acknowledge that estimates and budgets are uncertain and not guarantees. You agree that, absent agreement on a contingent fee arrangement, payment of the firm's fees and costs does not depend on the ultimate outcome of the matter.

4. ***Client Responsibilities.*** You agree to cooperate fully with us in connection with this matter and provide us with all information known and available to you that relates to the engagement and matter. You also undertake to cooperate with the firm in complying with any

regulatory or compliance obligations relating to the engagement and to pay invoices in accordance with Section 3.

In accordance with ABA guidance, we advise you that communications between you or your representatives and your lawyers that may be accessed lawfully by third parties, such as through hotel, home, employment, or public servers to which others may have rights of access, can jeopardize or eliminate confidentiality, attorney/client and other evidentiary privileges and protection against disclosure. We encourage you to assure that secure methods are used for all communications of confidential information.

5. **Conflicts.** As you are aware and we have discussed, our firm has a diverse practice and represents many other companies and individuals, including some of your competitors, customers, suppliers, and contract counterparties. During the time the firm is representing you, some of the firm's present or future clients may have disputes or transactions with you. We will not undertake any representation for another current or future client in a matter that is the same or substantially related to any matters we have handled or are handling for you without your informed consent. However, you agree that the firm may take on matters for current and future clients without further consent if the matters are not substantially related to any current or prior matter for you even if that client's interests in that matter conflict with or are directly adverse to your interests, including matters for advice, corporate or finance transactions, litigation, and arbitration, provided that, before undertaking such a matter, the firm reasonably concludes that it can represent both clients' interests without compromising its independent judgment or vigorous representation of either client and also takes timely and effective steps to protect all confidential information provided by and to each client. These protections are meant to avoid the risks of diminished loyalty and compromised confidences. The firm seeks similar agreements from many other clients to preserve its ability to represent you. We are prepared to answer your questions and recommend you obtain advice of counsel independent of our firm about this consent because we may not advise you on this topic.

The firm represents AT&T in a False Claim Act case where the relator asserts claims on behalf of itself and hundreds of parties who are non-intervenors, including government entities such as the District. In our view, this action is not substantially related to the matter with which this letter agreement deals. Your and AT&T's interests in the other matter now conflict or in the future may conflict. Before we may represent these conflicting interests, you are entitled to assess the risk that our representation of you and AT&T in your respective matters will lessen or impair our independent judgment or our zealous representation of you or will compromise the confidentiality we owe you. We have considered these questions and have concluded that we can and will independently and vigorously represent you and AT&T in your separate matters independently and zealously, and we will protect each one's confidences by creating an ethical wall between our personnel working and confidential information relating to our work for you from our personnel working and confidential information pertaining to our work for AT&T. We will block access by lawyers working for AT&T to documents and information in our document management system pertaining to this matter and vice versa, and give our personnel on each side

September 28, 2018

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of the wall written instructions that they may not seek, disclose, or take into account in their work for the client to which they are assigned any confidential information of the other client and direct them to devote their ethical and professional obligations to the client in the matter to which they are assigned. Your countersignature of this letter will signify your understanding of this conflict of interest and your consent to our representing you and AT&T in these matters subject to our adherence to these conditions. We are prepared to answer your questions and recommend you obtain advice of counsel independent of our firm about this consent because we may not advise you on this topic.

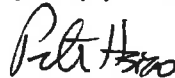
The firm's representation of you in this matter does not give rise to an attorney/client relationship between the firm and any other government agency or entity, unless we agree otherwise in writing, and you agree that representing you does not create a conflict of interest with any such non-represented agency or entity in the event we represent other clients adversely to their interests. You also agree that neither an attorney/client relationship nor a basis for a conflict of interest will arise solely from your providing us with confidential information about any such non-represented agencies or entities.

6. ***Firm Privilege.*** If issues come up concerning our professional or ethical duties and rights concerning our work for you, we may seek privileged and confidential advice from internal firm lawyers or external legal counsel with relevant responsibility or expertise. Courts have reached different views on the applicability of privilege and confidentiality between clients and their lawyers unless the lawyer first terminates its relationship with its client in order to obtain privileged and confidential advice, which may turn out to be necessary. The firm believes that the view of courts and commentators endorsing such advice is a benefit to both the firm's and its clients' interests. You agree that, if we consult internal or external legal counsel in these circumstances about our work for you, you will not assert a right to learn the content of such advice even if it concerns a question of actual or potential professional liability, professional conduct, or other claim that might be considered a conflict of interest or breach of a duty. This paragraph does not alter our obligations to you in such a circumstance.

This letter sets out all of the terms of our engagement agreement with you.

We thank you for this opportunity to work with you. I am available to discuss any questions or comments now and throughout the course of our representation. If you are satisfied this letter correctly sets out our agreement, please return a countersigned copy to me as soon as possible; however, these terms will be binding on both of us when we begin work even if not countersigned and returned.

Very truly yours,



Peter Hsiao
Partner

September 28, 2018
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AGREED TO AND ACCEPTED:

Great Basin Unified Air Pollution Control District

By: _____

[Title]

Date: _____



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

BOARD REPORT

Mtg. Date: November 1, 2018

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Designation and Disposal of Surplus Equipment

Summary:

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

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

The vehicle will be offered at a minimum bid of 70% of its low Blue Book value. The bidding procedure is set forth in Section 4.3 and requires publication of notice in the newspaper and the submission and opening of sealed bids. The proceeds from the sale of the vehicle will be credited to the budget from which the vehicle was purchased (50% District, 50% SB270).

The list of surplus equipment and vehicle is attached.

Board Action:

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

Attachment:

1. 2018 Surplus List

2018 Surplus List

Item

Scientific and Field Equipment

2 Advantech Industrial Computers
Sigma 950 Flow Meter
Met One GT 641 Particle Counter
Environmental Systems Corp datalogger
CD Nova Thermal Oxidizer
154 Campbell dataloggers, various models
Tobal Analytical Balance, Mdl. EA-1AP
2 R.M. Young Anemometers, various models
5 Liebert UPS Units, various models
Yokogawa Chart Recorder, Mdl.305723
2 Honda ATVs
84 Campbell Scientific radios
88 Campbell Scientific modems
65 10/ 20 watt solar panels (various makes)
32 Yagi antennas
7 Campbell Scientific Storage Modules (various sizes)
1 Campbell Scientific Keypad
7 VCRs (various brands)
3 TSI DustTrak II HC model 8531
2 R&P 1400 series TEOM Control Units
2 R&P 1400 series TEOM weighing units
1 Thermo Scientific 1405 TEOM
10 misc electronic cases (laptop, camera, palm pilot etc)
2 small generators (Honda & Coleman)
2 Yokogawa 3057 portable recorder
Tracor Atlas, Inc. model 825R Hydrogen Sulfide Gas Analyzer
Magnehelic Hi-Vol flow meter

Computer Equipment

1 Dell Optiplex 980
1 Dell PowerEdge 1410
1 Dell Dimension 9150
1 Dell 8400
1 Apple Mac G4
1 Apple iMac
1 Apple Mac G5
1 Apple iMac 27"
1 Apple Cinema Display
2 Samsung Computer Monitor
1 NEC Computer Monitor

Office Equipment

Various desks, chairs, cabinets, file cabinets, bookcases, tables

Vehicle

2000 Toyota 4Runner



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

BOARD REPORT

Mtg. Date: November 1, 2018

To: District Governing Board

From: Phillip L. Kiddoo, Air Pollution Control Officer

Subject: Approval of Agreement with the National Academy of Sciences

Summary:

In the 2014 Stipulated Judgment, the Great Basin Unified Air Pollution Control District (District) and Los Angeles Department of Water and Power (City) agreed to establish the Owens Lake Scientific Advisory Panel (OLSAP) and specified the National Academy of Sciences (NAS) to establish, staff, and administer the OLSAP. The NAS is a nonprofit, non-governmental organization, founded by an 1863 Congressional charter, to provide independent, objective advice to the nation on matters related to science and technology.

The purpose of the OLSAP is to evaluate, assess and provide ongoing advice on the reduction of airborne dust in the Owens Valley. It is intended for the OLSAP to foster communication and understanding on the scientific and technical approaches and become a vehicle for increased cooperation and collaboration between the District and the City in balancing the requirement to meet air quality standards and conserve water. The duties of the OLSAP are solely advisory in nature and in no way alter the authority and responsibility of the District, District Governing Board or the Air Pollution Control Officer.

In March 2015, the District and City agreed to defer initiating the OLSAP to pursue higher priority provisions of the 2014 Stipulated Judgment. In 2017, the District and City began working with NAS on the OLSAP's scope of work and a work plan for the initial task. The 2014 Stipulated Judgment specified the initial OLSAP task to "evaluate the effectiveness of alternative dust control methodologies for their degree of PM₁₀ reduction at the Owens Lake bed and reduce use of water in controlling dust emissions from the dried lake beds". Following completion of the study process for each task, the NAS will submit final reports to the District and City. The attached agreement for professional services with the NAS is for the term of November 1, 2018 to April 30, 2020, the period necessary for the OLSAP to complete the initial task.

Approval of Agreement with the National Academy of Science (Action)
November 1, 2018 – Agenda Item No. 4 – Page 1

Following completion of the initial task, the 2014 Stipulated Judgment states the OLSAP will meet at least annually until 2025 and may be assigned additional tasks. The District and City have developed several potential future tasks for consideration:

- Evaluate Additional Best Available Control Measure (BACM) Performance Tests
- Use of Sprinklers to Control Dust Emissions on the Owens Lake Playa
- Evaluate the Sources of High Off-Lake Dust Concentrations Arriving at Owens Lake Shoreline PM₁₀ Monitors
- Dust Sources Impacting the Community of Keeler
- Climate Change Preparation and Planning

Fiscal Impact:

The total estimated cost for the 18-month term of the agreement is \$850,758. As required by the 2014 Stipulated Judgment, all financial support for the OLSAP shall be provided by the City pursuant to fee orders by the District under California Health & Safety Code §42316. Funding for the OLSAP in the amount of \$750,000 is currently available as approved and adopted by the Governing Board in the Fiscal Year 2018 -2019 Budget from unexpended Fiscal Year 2015-2016 funds.

Future SB 270 fee orders for the OLSAP will vary based on future agreements and tasks submitted to the NAS. Annual funding for the OLSAP may range from \$500,000 to \$750,000. If necessary, the City will be responsible to provide additional funding, up to \$2,000,000 annually, for reporting and analyzing new and relevant testing data.

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

Board Action:

Staff recommends that the Board approve and authorize the Air Pollution Control Officer to sign and execute the attached agreement with the National Academy of Sciences.

Attachment:

1. Agreement between Great Basin Unified Air Pollution Control District and National Academy of Sciences for the Provision of Professional Services

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND NATIONAL ACADEMY of SCIENCES
FOR THE PROVISION OF PROFESSIONAL SERVICES**

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") seeks the Professional services of National Academy of Sciences of Washington, DC (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.

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

The Contractor acknowledges that satisfactory performance of the work set forth in Attachment A requires it to produce written work product of high quality and thoroughness to address the issues presented and to provide useful and practical analysis and recommendations, with such work performed within the budget as set forth in this Agreement.

2. TERM.

The term of this Agreement shall be from November 1, 2018 to April 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. District shall pay to Contractor in accordance with the Schedule of Costs (set forth as Attachment B NAS Cost Proposal) for the services and work described in Attachment A NAS Technical Proposal which are performed by Contractor at the District's request in compliance with the terms of this Agreement.

B. Travel and per diem. District shall reimburse Contractor for 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 not included in the NAS Cost Proposal. Requests by Contractor for approval to incur additional travel and per diem expenses shall be submitted in writing to Phillip L. Kiddoo, Air Pollution Control Officer. Travel and per diem expenses will be reimbursed in accordance with the Schedule of Costs (Attachment B). The District reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are not included in the NAS Cost Proposal and are incurred by the Contractor without the prior written approval of the District.

C. Other Costs. District shall reimburse Contractor in accordance with the Schedule of Costs (Attachment B) for those Other Costs which are specifically identified in the Schedule of Costs and which are necessarily incurred by the Contractor in providing the services and work under this Agreement. Reimbursement by District for such Other Costs will be limited to Contractor's actual cost and applicable indirect costs and as adjusted for any future changes to the NAS official indirect rates negotiated with the Federal government.

D. 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.

E. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement, including, labor, travel, per diem, other direct costs and incidental expenses, if any, shall not exceed \$ 850,781.00 Dollars (hereinafter referred to as "contract limit"). The District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel, per diem, or other expenses which is more than the contract limit.

F. Billing and payment. Contractor shall submit to the District, once a month, an itemized statement of costs incurred by Contractor in performing services and work described in Attachment A, in the NAS standard billing format (SF 1034/1035) to include all cost line items incurred in the month. The invoice will be submitted to the District approximately the third week 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. The invoice will be accompanied by a labor report including all staff whose time is being billed and a monthly progress report indicating what work was conducted during the prior month (e.g., research, attend meetings, telephone conference with (name)).

G. Federal and State taxes.

- (1) District will not withhold any federal or state income taxes or social security from any payments made by District to Contractor under the terms and conditions of this Agreement.
- (2) Contractor has provided a CAL Form 590 "Withholding Exemption Certificate", and no taxes will be withheld. (Attachment C).

- (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 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. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange its 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 period of performance of this contract.

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. 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. Incidental expenses not specifically identified in the Schedule of Costs (Attachment **B**), necessary for performance of the services may be reimbursed or paid to the Contractor, provided the District's written approval is obtained in advance.

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 (the "Works") are, and at the termination of this Agreement remain, the sole and exclusive property of the Contractor. The District shall have access to review and copy the Works and shall have a no-cost irrevocable worldwide license in the Works to use and have used solely for the District's non-commercial purposes. At the termination of the Agreement, Contractor will convey possession and title to all final versions of the Works to the District.

8. WORKERS 'COMPENSATION.

Contractor shall provide Statutory Washington, D.C. 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 District, its agents, officers, employees, and volunteers shall be named as additional insured, or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall 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 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 negligent or wrongful act 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 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 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, provided that upon such cancellation, the District shall not be responsible for any further payments to the Contractor, and the Contractor shall be responsible to provide all final deliverables completed at the time of termination, and shall not include Deliberative Records described in paragraph 13. Contractor shall also provide copies of any public access file materials received by Contractor as of the date of the termination notice. Contractor acknowledges its cancellation before it completes the scope of work may materially prejudice the District by depriving it of the benefit of this Agreement and shall take all reasonable measures to avoid cancellation and if it does cancel, to take all reasonable measures to mitigate the adverse impacts on the District that will result from such cancellation.

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. The District's right shall not extend to the deliberative committee records of the Contractor, including without limitation, records of votes, tallies, internal communications among and between committee members, and draft reports (the "Deliberative Records").

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 except as itemized in the NAS Cost Proposal (i.e., the consultant/science writer), 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 the District, the 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 and any already incurred obligations which cannot be refunded or terminated without cost.

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.

Any written materials provided to Contractor by individuals who are not officials, agents, or employees of Contractor, will be listed in a public access file (PAF) established by Contractor that is available to the public upon request. Documents provided by the District or GBUAPCD that include specific information on the location of tribal and cultural artifacts or burial sites and that are clearly marked as non-public (Cultural Protected Information) will not be listed in the PAF to protect those resources. The presentation of specific information on the location of tribal and cultural artifacts and burial sites by the District may be held in a data-gathering session not open to the public based on an advance understanding of the protected nature of the information to be provided.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, ordinances and District rules providing that Cultural Protected information and records described above 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 Cultural Protected information and records. Disclosure of such confidential, privileged, or protected Cultural Protected information shall be made by Contractor only with the express written consent of the District. Any disclosure of Cultural Protected 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.

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-three (23) (Amendment).

23. AMENDMENT.

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

24. 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, Air Pollution
Control Officer
Address: 157 Short Street
City, State, Zip Bishop, CA 93514

Contractor:

Name: National Academy of Sciences,
Office of Contracts and Grants
Douglas E. Denning, Contract Manager
Address: 500 Fifth Street NW, Keck 1050
City, State, Zip: Washington, DC 20001

25. ENTIRE AGREEMENT.

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

#

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 1st DAY OF November 2018.

GREAT BASIN UNIFIED
AIR POLLUTION CONTROL DISTRICT

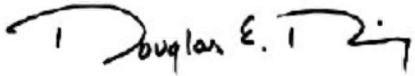
By: _____
PRINT NAME

SIGNATURE

Dated: _____

CONTRACTOR National Academy of
Sciences

By: Douglas E. Denning, Contract Manager
PRINT NAME



SIGNATURE

Dated: 10/18/2018

ATTACHMENT A
AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND National Academy of Sciences
FOR THE PROVISION OF
PROFESSIONAL SERVICES

TERM:
FROM: November 1, 2018 **TO:** April 30, 2020

SCOPE OF WORK
SEE ATTACHED PROPOSAL No. 10003901 (revised August 2018) cover through page 11

The National Academies of
SCIENCES • ENGINEERING • MEDICINE

DIVISION ON EARTH AND LIFE STUDIES

BOARD ON ENVIRONMENTAL STUDIES AND TOXICOLOGY

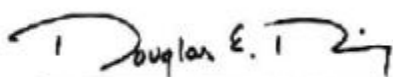
BOARD ON EARTH SCIENCES AND RESOURCES

WATER SCIENCES AND TECHNOLOGY BOARD

Proposal No. 10003901 (Revised)

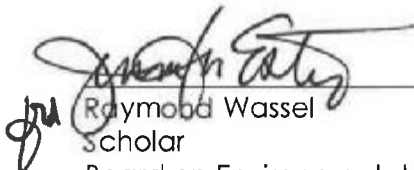
OWENS LAKE SCIENTIFIC ADVISORY PANEL:
EVALUATING A RANGE OF ALTERNATIVE DUST CONTROL TECHNOLOGIES

AUGUST 2018



for

James Burke
Director
Office of Contracts and Grants
National Academy of Sciences
Telephone: (202) 334-2428
E-mail: jburke@nas.edu



Raymond Wassel
Scholar
Board on Environmental Studies and
Toxicology
Division on Earth and Life Studies
Telephone: (202) 334-2617
E-mail: rwassel@nas.edu

This proposal is submitted by the NATIONAL ACADEMY OF SCIENCES (NAS), which assumes full technical and legal responsibility under its Act of Incorporation for the work to be carried out under any resultant agreement. The NAS is a private Federally chartered corporation exempt from federal income tax under Internal Revenue Service Code section 501(c)(3). The NAS Taxpayer Identification Number is 53-0196932. DUNS Number is 04-196-4057. **Awards resulting from this proposal should be issued to NATIONAL ACADEMY OF SCIENCES and payment directed to:**

National Academy of Sciences
Accounting Office
ATTN: Cash Management Section
500 Fifth Street, NW
Washington, DC 20001
Telephone: 202-334-3351 or 202-334-1476

(rev. 7/7/15)

The National Academies of Sciences, Engineering, and Medicine

Division on Earth and Life Studies

Board on Environmental Studies and Toxicology

Board on Earth Sciences and Resources

Water Science and Technology Board

**OWENS LAKE SCIENTIFIC ADVISORY PANEL:
EVALUATING THE EFFECTIVENESS OF ALTERNATIVE DUST CONTROL METHODS**

Summary

The Owens Lake Scientific Advisory Panel (OLSAP) is being established in response to a request from the Great Basin Unified Air Pollution Control District (GBUAPCD) in California and the Los Angeles Department of Water and Power (LADWP) to evaluate, assess, and provide ongoing advice on the reduction of airborne dust in the Owens Valley in California. The request to establish OLSAP is pursuant to a Stipulated Judgment that LADWP and GBUAPCD entered into in 2014.

The National Academy of Sciences (NAS) will establish, staff, and administer OLSAP according to the institution's policies and procedures, as described at <http://www.nationalacademies.org/studyprocess/>.

As indicated in the 2014 Stipulated Judgment, OLSAP's first task will be to evaluate the effectiveness of alternative dust control methodologies for their degree of PM₁₀ reduction at the Owens Lake bed and to reduce use of water in controlling dust emissions from the dried lake beds. (PM₁₀ refers to airborne particulate matter with an aerodynamic diameter of 10 micrometers or smaller.) The evaluation should consider associated energy, environmental and economic impacts, and assess the durability and reliability of such control methods.

Requests for future OLSAP tasks are expected to involve assessing scientific and technical issues related to the research, development, implementation, and effectiveness testing of waterless and low-water-use best available control measures and other approaches to reduce dust in the Owens Valley.

Origin

Stipulated Judgment in the matter of the City of Los Angeles v. the California Air Resources Board et al. Superior Court of the State of California, County of Sacramento. Case No. 34-2013-80001451-CU-WM-GDS. Approved by the court on December 30, 2014.

Background

Owens Lake is located in the southern end of California's Owens Valley, which is a semiarid to arid valley that trends north-south and is located in Inyo County in eastern California, south of the town of Lone Pine and north of the town of Olancho. Owens Lake covers an area of about 110 square miles.

Beginning in 1913, water was diverted from the Owens River (the primary inflow to the lake) into the Los Angeles Aqueduct for the city of Los Angeles. The diversion caused large portions of the Owens Lake bed to become dry saline soils and crusts that can produce large amounts of dust particles, which degrade air quality in areas downwind.

Airborne particulate matter is one of six criteria pollutants regulated by the U.S. Environmental Protection Agency (U.S. EPA) by setting National Ambient Air Quality Standards (NAAQS). The state of California also sets air quality standards for the same pollutants. Particulate matter is a generic term applied to a broad class of particles composed of chemically diverse materials, such as acids, organic chemicals, metals, and soil dust. Two size-categories of airborne particulate matter are regulated by U.S. EPA: one is known as PM₁₀ and the other is PM_{2.5} (particulate matter with an aerodynamic diameter of 2.5 micrometers or smaller).

States have the primary responsibility to prepare a State Implementation Plan (SIP) for achieving and maintaining the NAAQS within each air quality control region within the state. The SIP establishes emission limits and other control measures that are designed to achieve NAAQS attainment in nonattainment regions within the state. California has the responsibility to prepare SIPs for nonattainment areas in the state. The California Air Resources Board (CARB) delegated that responsibility to GBUAPCD for areas in the district's jurisdiction.

In 1987, U.S. EPA designated the Owens Valley Planning Area, where Owens Lake is situated, as being in nonattainment of the 24-hour-average PM₁₀ NAAQS. The area also has been designated by the state of California as being in nonattainment of the corresponding state standards. GBUAPCD has regulatory authority over air quality issues in this area. It determined that the Owens Lake bed should be controlled as an anthropogenic source of PM₁₀ because the Los Angeles Aqueduct diverted water sources that historically supplied the lake.

In 1994, GBUAPCD developed a SIP which provided three allowable dust control measures that were approved as best available control measures (BACM). Selection of BACM involves evaluation of alternative control techniques, including technological feasibility, energy and environmental considerations, and evaluation of the costs of control (capital costs, annual costs, and cost effectiveness). GBUAPCD subsequently developed SIPs in 1997-1998, 2003, 2008, and 2016 to require BACM controls over larger areas of the lake bed in order to attain the PM₁₀ NAAQS.

As discussed in GBUAPCD Board Order 080128-01, the 2003 SIP contained a process for an annual review of air quality monitoring data by GBUAPCD's air pollution control officer to determine if controls were needed on additional areas beyond the control area designated in the SIP in order for the Owens Valley Planning Area to attain or maintain the 24-hour PM₁₀ NAAQS. If additional controls were needed, the 2003 SIP provided for the air pollution control officer to require LADWP to implement the necessary controls. That annual review and possible requirement for additional controls is known as the supplemental control requirements determination (SCRD). Responsibilities for dust controls, including those stemming from SCRDS, led to years of dispute.

LADWP and GBUAPCD entered into a Stipulated Judgment in 2014 to resolve disputes regarding the 2011, 2012, 2013, and 2014 SCRDS. The judgment acknowledges the need to control dust from the Owens Lake bed caused by Los Angeles water production activities and for the application of effective dust control measures that are less water intensive or completely waterless. Also, the judgment acknowledges the need to balance the requirements to control dust emissions, conserve water, and minimize impacts on cultural and biological resources. Cultural resources include Native American archeological sites. Biological resource considerations include impacts on Owens Lake areas that are important habitats for breeding, migrating, or wintering birds. In 2001, the National Audubon Society

declared the Owens Lake area as an Important Bird Area. In 2018, the Western Hemisphere Shorebird Reserve Network designated the lake as a site of international importance. LADWP and GBUAPCD also agreed to continue the expedited testing of candidate BACMs, including tillage, engineered roughness elements, lake brine, and dust palliative chemicals. Tillage with BACM backup and brine with BACM backup are now approved variations of BACM shallow flooding. In addition, LADWP may use dynamic water management, which allows for water savings by shortening periods, in some cases, when shallow flooding BACM is applied. Dynamic water management allows for delayed start dates and earlier end dates for the application of shallow flooding in specific areas that have historically had low PM₁₀ emissions within the modified periods.

General Plan of Action

According to Article 12 of the 2014 Stipulated Judgment, OLSAP will evaluate, assess, and provide ongoing advice on the reduction of airborne dust in Owens Valley. The panel will review scientific and technical issues related to the research, development, and implementation of waterless and low-water use of BACM and other approaches to reduce dust in the Owens Valley. NAS will establish, staff, and administer OLSAP pursuant to the institution's study process found at <http://www.nationalacademies.org/studyprocess/>.

OLSAP will hold meetings, analyze issues, review and compile information, produce reports, make recommendations, and undertake other activities necessary to meet its responsibilities. In conducting those activities, OLSAP will strive to foster communication and understanding of the scientific and technical approaches and become a vehicle for increased cooperation and collaboration between LADWP and GBUAPCD in balancing the requirement to meet air quality standards and conserve water.

OLSAP's advice to LADWP and GBUAPCD will be provided through independent consensus study reports. The panel will have no direct involvement in designing or implementing dust mitigation plans.

Work Plan for the Initial OLSAP Task

OLSAP will be established and function per the NAS study process found at <http://www.nationalacademies.org/studyprocess/>.

OLSAP will initially be assigned the task specified in Article 12.C(i) of the 2014 Stipulated Judgment: "Evaluate the effectiveness of alternative dust control methodologies for their degree of PM₁₀ reduction at the Owens Lake bed and reduce use of water in controlling dust emissions from the dried lake beds. The evaluation should consider associated energy, environmental and economic impacts, and assess the durability and reliability of such control methods."

Article 12.D of the 2014 Stipulated Judgment calls for an initial work plan for each issue referred to OLSAP. The work plan presented in this document is intended to serve as the initial plan for the above-mentioned task. Additional issues for NAS may be submitted to the panel by LADWP or GBUAPCD at a later time.

Establishment of OLSAP

OLSAP members will have expertise relevant to the technical and policy issues, as well as a range of pertinent experience. The panel will comprise approximately 10 members with expertise in air-quality modeling, dust monitoring and source characterization, soil science, aeolian geomorphology, geochemistry, hydrology, meteorology and climatology, water resources infrastructure and management, environmental and cost engineering, ecology, government regulation of air quality and water.

NAS staff will solicit an extensive number of suggestions for potential panel members from a wide range of sources, and then recommend a slate of nominees. OLSAP members will be selected for their knowledge and expertise in the particular issue being addressed and who are independent of any interests (financial or otherwise) in the outcomes of the study. Therefore, no member should be in a position to benefit financially from decisions made concerning the mitigation of particle emissions from the Owens Valley. The expert panel members will be expected to reach consensus about their findings and recommendations. In addition, the members will be asked to agree to execute their OLSAP project activities in a timely manner.

OLSAP will reflect the normal efforts of NAS to achieve diversity in areas, such as geographic representation, institutional affiliation, age, gender, race, and other perspectives. NAS staff will consult broadly across units of the institution in developing nominations and with appropriate sections of the National Academies of Sciences, Engineering, and Medicine.

Panel nominees will be reviewed and approved at several levels within the Academies; a provisional slate is then approved by the NAS president. Biosketches of OLSAP provisional members will be provided to LADWP and GBUAPCD, indicating areas of expertise, backgrounds, and professional accomplishments. The provisional panel list will be posted for public comment on the NAS web site.

All provisional OLSAP members will be screened in writing and in a confidential group discussion at the first meeting about possible conflicts of interest, which could significantly impair an individual's objectivity or could create an unfair competitive advantage for any person or organization. Any conflicts of interest or issues of committee balance and expertise will be investigated; changes to the panel will be proposed and finalized. After the OLSAP membership is formally approved, members will continue to be screened for conflict of interest throughout the life of the panel.

OLSAP Meetings, Information Gathering, Deliberations, and Drafting the Report

OLSAP will gather information through presentations and discussions at meetings, submission of written information by outside parties, reviews of the scientific literature, and investigations of the panel members and staff. OLSAP is not expected to engage in the generation of new data, such as from modeling analyses. It is anticipated that much of the evidence to be considered by OLSAP will be provided by LADWP and GBUAPCD. The two agencies will have the opportunity to provide input to the OLSAP through presentations, discussions and the submission of written materials.

To carry out its initial task, OLSAP is expected to meet four times in person. At least the first two meetings will include information-gathering sessions, which are open to the public. (A preliminary project timeline is provided in Appendix A.) The panel might meet more often in person, telephonically, or by other networked conferencing means, as needed. It is expected that in-person meetings will be held in government agency facilities in Keeler, Lone Pine, Independence, Bishop, or Los Angeles to facilitate involvement of local agency representatives and reduce meeting-related costs.

The first meeting is expected to be held in Keeler and will include a detailed field orientation on Owens Lake. In addition, GBUAPCD and LADWP representatives will be invited to make presentations on the scope of the task to be assessed and other aspects, including the relevant data and analyses that had been conducted, major areas of uncertainty, and the relevance of OLSAP report delivery date to GBUAPCD's and LADWP's decision-making and overall schedule.

Members of the public will be provided with the opportunity to make comments to OLSAP in open sessions. Those sessions will be structured so that the panel receives information, but does not provide any detailed information about the panel's deliberations.

If no government meeting space is available for a scheduled meeting that will include a public information-gathering session, the OLSAP project timeline may need to be delayed to wait for available, cost-free space. If no meeting space is available in a government facility for meetings that will be held entirely in closed session, the meeting might be held at the National Academies Beckman Center in Irvine, California, if available. The Beckman facility does not charge for meeting rooms or the use of computer/AV equipment.

Deliberations by the panel in discussing, preparing, and finalizing a draft written report, including deliberations relating to comments received in connection with review of the draft report under the NAS report review process (see below) must be conducted in closed meetings at which only panel members and employees and agents of the NAS can attend. Data-gathering meetings of OLSAP that are attended by any person who is not an officer, employee, or agent of NAS will be held as open to the public in accordance with the NAS's public access policies, except as stated in the section *Public Information About OLSAP* below.

Organizations or individuals intending to provide written materials for consideration by OLSAP will be asked to submit the materials to the NAS responsible staff office. Except as stated in the section *Public Information About OLSAP* below, all such information will be listed in a public access file.

Consultants might be hired for relatively short-term assignments to provide OLSAP with specialized expertise or supplementary analytical services when certain requirements cannot be fulfilled otherwise on a timely basis. Consultants may be appointed to perform advisory or evaluative services, data collection and evaluation, or to produce a particular piece of work (e.g., a commissioned paper). Consultant candidates will be screened for potential conflicts of interest.

NAS staff will maintain a continual dialogue with LADWP and GBUAPCD. Prior to OLSAP meetings with information-gathering sessions, NAS staff will consult with LADWP and GBUAPCD to identify possible presentation topics and speakers. In addition, staff will provide technical and financial reports on the progress of the assessment task on a regular basis. However, those reports will not contain details about the OLSAP's deliberations, in accordance with NAS policies and procedures.

Public Information About OLSAP

NAS staff will develop and maintain an OLSAP-dedicated website where information about brief descriptions of tasks; biographies of panel members, announcements of upcoming meetings open to the public, links to committee reports, and other pertinent information will be posted and made available to the public. LADWP and GBUAPCD will be notified via email whenever information has been posted to the OLSAP-dedicated website, as well as whenever such information has been updated. NAS staff will keep LADWP and GBUAPCD abreast of written materials submitted to the OLSAP.

Any written materials provided to OLSAP by individuals who are not officials, agents, or employees of the NAS, will be listed in a public access file (PAF) established by NAS that is available to the public upon request. Documents provided by LADWP or GBUAPCD that include specific information on the location of tribal and cultural artifacts or burial sites and that are clearly marked as non-public will not be listed in the PAF to protect those resources. The presentation of specific information on the location of tribal and cultural artifacts and burial sites by LADWP or GBUAPCD to OLSAP may be held in a data-gathering information not open to the public based on an advance understanding of the protected nature of the information to be provided.

Report Review

OLSAP's draft report will be subject to the NAS report review process. NAS will recruit independent experts with a range of views and perspectives to review and comment on the draft report prepared by the panel. Review comments from the external experts will be provided anonymously to the OLSAP members. The names and affiliations of the report reviewers will be made public when the report is released.

The review process is structured to ensure that each NAS report addresses its approved study charge and does not go beyond it, that the findings are supported by the scientific evidence and arguments presented, that the exposition and organization are effective, and that the report is impartial and objective. OLSAP must respond to, but need not agree with, reviewer comments in a detailed response to review document that is prepared with staff assistance and is examined by one or two independent report review monitors responsible for ensuring that the report review criteria have been satisfied.

Report Dissemination

After all OLSAP members and appropriate NAS officials have signed off on the report, a pre-publication report will be submitted to LADWP and GBUAPCD. (A pre-publication report contains final conclusions and recommendations and has been approved for public release by NAS. However, the report's copyediting, lay-out, and formatting have not been finalized.)

The pre-publication report will be submitted to LADWP and GBUAPCD 15-months after initiation of the task. In accordance with the 2014 Stipulated Judgement, the report will be submitted to the members of the GBUAPCD Governing Board, Air Pollution Control Officer of GBUAPCD, members of the board of LADWP, general manager of LADWP, and manager of LADWP's Owens Lake Dust Mitigation Program. Report briefings will be provided to the LADWP and GBUAPCD upon request. The report will be made available to the public without restriction a short time later. A copyedited version will be provided three months after submittal of the pre-publication report.

OLSAP and NAS staff may explore the use of dissemination and derivative communication products to convey the substance of OLSAP reports to broader audiences than those addressed by the reports themselves. Examples of dissemination products might include summaries by NAS communication staff, newsletter publication announcements in brochures and web pages, journal articles, or op-eds. All derivative products will be consistent with the reports on which they are based. Meetings may be arranged to further disseminate a report, if desired by LADWP and GBUAPCD.

Publication of Results

NAS reserves the right to publish all reports and research results of OLSAP without any restriction over content and release, including any restriction that may call for prior approval by LADWP and GBUAPCD.

Staffing Needs

OLSAP activities will be administered within the NAS Division on Earth and Life Studies. The conduct of staff-related activities will draw mainly from the expertise of three units within the division: the Board on Environmental Studies and Toxicology (BEST), the Board on Earth Sciences and Resources (BESR), and the Water Sciences and Technology Board (WSTB). An overview of the responsibilities of the staff positions listed in the proposal's estimate of costs is provided below.

Board Director (BEST) and Sr. Board Director (BESR/WSTB): Work in collaboration to provide ongoing management oversight of OLSAP activities to ensure the consistent application of organizational policies in meeting the stated objectives. Oversee financial management, resource allocation, and staff planning. Provide guidance in the conduct of the NAS study process. Ensure staff's effective communications and productive working relationships with OLSAP members and the sponsors.

Scholar: Has direct responsibility for guiding OLSAP in the consensus building process, managing budget and scheduling, and leading OLSAP-related staff activities in the application of the NAS study process, including:

- Gathering nominations for OLSAP membership, conducting preliminary screening of OLSAP nominees, and assembling the panel nomination slate for NAS approval.
- Obtaining thorough scientific and technical background materials necessary for consideration by OLSAP.
- Planning OLSAP meetings, including discussions with sponsors to arrange meeting logistics and identify potential meeting presenters.
- Updating applicable databases and systems on a timely basis, ensuring documents are accurately maintained, and protecting information on the location of tribal and cultural resources from public disclosure.
- Facilitating the development of a draft OLSAP report that meets NAS quality criteria.
- Developing a slate of candidates to review OLSAP's draft report to ensure a rigorous, independent external review by experts and supporting OLSAP's response to reviewer comments.
- Preparing the OLSAP report for publication and organizing report briefings and other dissemination activities.

Sr program officer: Augments the scholar's disciplinary expertise and assists in carrying out the NAS study process duties listed above.

Financial Associate: Ensures that expenses are in compliance with auditing requirements, contractual obligations, budgetary limitations, sponsor requirements, and NAS policies and procedures. Maintains records of expenses and budget balances and reconciles monthly financial reports. Prepares projections based on actual performance, previous budget figures, expense reports, and other factors. Prepares and audits vouchers and expenses.

Program Associate: Provides routine clerical and administrative support. Assists with the logistical arrangements for OLSAP meetings, including assembling and reproducing briefing materials. Arranges travel and lodging for panel members and staff. Arranges food and beverage and supporting services for meetings. Under direction, updates applicable databases and may enter edits in draft reports. Prepares and processes invoice vouchers and travel expense reports in compliance with applicable policies and procedures.

Dir Communications/Media: Leads the planning, development, and coordination of external communications about OLSAP events using a variety of media. Serves as a final point of quality control for all communications, disseminations, media relations activities, web content, and social media outreach. Reviews and approves cost projections and estimates of communications and media programs and events. Develops metrics to measure and evaluate success of communications initiatives and provides reports to divisional leadership.

Communications Associate/Media Specialist: Assists in coordinating external communication and media activities. Assists in the development, design, and implementation of outreach and communication projects, using various media such as print, electronic, video, and web-based products.

Editorial Products Coordinator: Plans, coordinates, and implements the preparation of the OLSAP report for publication. Provides word processing, editing, and related support. Ensures products conform to the organization's standards for appearance and content. Creates a camera-ready report manuscript for printing, including final copyediting, layout, and formatting.

Estimate of Costs

The estimated cost for the initial OLSAP task that will be carried out during an 18-month period is \$850,781. The estimated costs for additional OLSAP tasks and annual meetings after the first year will be provided separately in work plans, developed after receiving formal task requests from LADWP or GBUAPCD. In no event will NAS undertake activities in excess of the funds made available by LADWP and GBUAPCD. As indicated in Article 12.G of the 2014 Stipulated Judgment, it is expected that the annual costs of OLSAP will be approximately \$500,000 to \$750,000, but may vary based on the statement of work and tasks submitted to NAS.

Future OLSAP Tasks

After completion of its initial task, OLSAP is expected to meet at least once per year in person in Los Angeles or the Owens Valley region to receive briefings on the status of research, development, and implementation of approaches to reduce dust from Owens Lake and in the Owens Valley. With the consent of NAS, LADWP, and GBUAPCD, OLSAP is expected to conduct additional assessment tasks.

GBUAPCD and LADWP staff members developed a preliminary list of issues to illustrate the general kinds of activities that might be undertaken by OLSAP. The list includes evaluation of additional

BACM performance tests, using sprinklers to control dust emissions on the Owens Lake playa, sources of high off-lake dust concentrations arriving at Owens Lake shoreline PM₁₀ monitors, dust sources impacting the community of Keeler, and climate change preparation and planning. The issues may be revised or combined based on future discussions and agreement among GBUAPCD, LADWP, and NAS. It is possible that separate tasks could be worked on concurrently.

In accordance with the 2014 Stipulated Judgement, when there is a formal request from GBUAPCD or LADWP for an OLSAP assessment of specific issues, OLSAP will convene within 60 days to discuss the request. Following those discussions, OLSAP and NAS staff will prepare a work plan that describes the work to be done as a clearly defined task with a specific end-product, expertise needed, delivery schedule, and estimated cost. Each work plan must be approved by NAS in addition to LADWP and GBUAPCD. NAS staff will provide an initial work plan to LADWP and GBUAPCD within 3 months of receiving a formal request. Each final assessment report will be submitted to GBUAPCD and LADWP within 18 months of receiving the task request, unless due to extenuating circumstances an extension is granted by agreement of the LADWP and GBUAPCD.

Appendix A

Preliminary Timeline for Task 1

Month Number During Task 1 ^a	Example Activities ^b
1	<p>Agreement with sponsors is executed and task begins.</p> <p>Staff gathers nominations for OLSAP membership.</p>
2	Staff conducts preliminary screening of OLSAP nominees and prepares a slate of candidates for NAS approval.
3-4	<p>OLSAP is established.</p> <p>Biosketches of provisional panel members are submitted to sponsors and posted onto the NAS website.</p> <p>Staff activities include planning the first meeting, gathering background information for OLSAP, contacting sponsors to arrange meeting logistics and identify potential meeting presenters, and assisting OLSAP members with travel arrangements.</p>
5	<p>OLSAP Meeting 1 in Keeler will include:</p> <ul style="list-style-type: none"> • Detailed field orientation on Owens Lake. • Presentations from sponsors and others. • Panel member discussions with sponsors on scope of the task assignment and evidence available for consideration. • Panel members refine the task work plan and determine whether there is a need to hire a consultant.
6	<p>OLSAP members carry out writing assignments.</p> <p>Staff activities include planning for second meeting, gathering background information and providing other substantive support for OLSAP members, arranging meeting logistics, identifying potential meeting presenters, and assisting OLSAP members with travel arrangements.</p>
7	<p>OLSAP Meeting 2 (location tbd)</p> <ul style="list-style-type: none"> • Presentations from invited speakers. • Panel members deliberate and develop their report.
8	<p>OLSAP members carry out writing assignments.</p> <p>Staff activities include planning for third meeting, gathering background information and providing other substantive support for OLSAP members, arranging meeting logistics, and assisting OLSAP members with travel arrangements.</p>
9	<p>OLSAP Meeting 3 (location tbd)</p> <p>Entire meeting will likely be held in closed session for panel deliberations and reviewing report text.</p>

10	<p>OLSAP members carry out writing assignments.</p> <p>Staff activities include planning for fourth meeting, gathering background information and providing other substantive support for OLSAP members, arranging meeting logistics, identifying potential meeting presenters, and assisting OLSAP members with travel arrangements.</p>
11	<p>OLSAP Meeting 4 (location tbd)</p> <ul style="list-style-type: none"> Entire meeting will likely be held in closed session for panel deliberations and reviewing report text. Any consultant work products are finalized.
12	<p>OLSAP members with support of staff complete a draft report</p> <p>Staff develops a slate of candidate reviewers for NAS approval.</p> <p>Draft report is sent to Academies-approved reviewers.</p>
13	<p>OLSAP addresses reviewer comments and revises the draft report, as needed.</p> <p>Staff assists in those efforts.</p> <p>Staff editor copyedits the draft report.</p>
14	<p>Staff assists OLSAP in the preparation of a response to review document.</p>
15	<p>Response to review document and revised report are submitted for NAS approval.</p> <p>Staff prepares a prepublication version of the report.</p> <p>Prepublication report is submitted to sponsors.</p> <p>Report briefing offered.</p> <p>Report released to the public</p>
16-17	<p>Staff prepares the report for final publication, including final copyediting, layout, and formatting.</p> <p>OLSAP and staff carry out dissemination activities.</p>
18	<p>Final publication of report.</p> <p>End of task</p>

^aActual meeting dates will be determined after OLSAP is established and members' availabilities can be determined.

^bAnnual meetings of OLSAP after the first year are not included in this preliminary timeline.

ATTACHMENT B

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND National Academy of Sciences
FOR THE PROVISION OF
PROFESSIONAL SERVICES**

TERM:

FROM: November 1, 2018 **TO:** April 30, 2020

SCHEDULE OF COSTS:

SEE ATTACHED COST PROPOSAL (15 PAGES)

Cost Explanation for Cost Proposals

Owens Lake Scientific Advisory Panel

NAS Proposal No. 10003901 (Revised 8/2018)

The information provided below is a general discussion about how National Academies cost proposals are developed.

Studies undertaken by the Academies are carried out by committees, panels, and other groups of volunteer experts working with professional staff according to Academies' procedures. These procedures are designed to ensure the highest levels of scientific competence, to protect against bias, and to preserve the independence of the committee process. The search for candidates for these committees is carried out by Academies' staff, who review the scholarly literature and consults widely with Academy members, related boards and committees within the Academies, knowledgeable authorities in the relevant disciplines and professional associations to discuss the more important areas of expertise to be represented on the committee and to solicit recommendations.

Because of the extensive selection process, the committee members of any particular study cannot be selected until after the contract is awarded. It is, therefore, the customary practice of the Academies to use a historical standardized basis for estimating costs. Also, the Academies' volunteer committee system does not permit identification of some of the project's other related cost elements until after the committee membership selection process is completed and the committee holds its first meeting at which time decisions about the direction of the study are determined. Therefore, The Academies' standard estimates are based on the length of the study, the projected committee size and number of meetings, the number and type of personnel needed and as many of the other aspects of the study that can be identified in the proposal stage. A comparison is made to similar past and present studies to estimate costs.

This practice is periodically reviewed by the Defense Contract Audit Agency staff and by the Office of Naval Research Administrative Contracting Officer. This system of cost estimating is the fairest representation of the actual costs possible. A discussion of the individual line items is set forth below:

Salaries

For all professional and administrative staff that are current employees, salary rates reflect the actual current annual rates. For staff identified, we estimate the salary levels of the exempt or non-exempt category being proposed based on prior or existing projects of the same size and scope. The number and type of positions proposed reflect the professional expertise and support staff necessary to properly implement the activities to be conducted under this project for the life of the award.

Once a project is under way, responsibility for ensuring adherence to the Academies' process rests with the unit that received the award. This includes oversight of procedures for appointing members to the committee, quality control, and monitoring project schedules. Academies' staff plays a key role in the committee deliberative process by creating the dispassionate and objective atmosphere in which the deliberative process takes place. Administrative staff provide the committee members direct administrative support including travel and meeting logistics, materials development and duplication, report editing, communications support, etc.

Salary adjustments are proposed for each year in accordance with the timetables established separately for yearly salary increases to professional and support staff whose performance merits salary increases. The salary adjustment rate is an amount determined by the Academies Office of Human Resources through a survey of similar institutions and is approved by the Academies management for use in all proposals. Each agreement will be charged only for the actual percentage increase on a yearly basis for each of the staff members involved. Actual salary levels and adjustment rates can be verified by contacting the Defense Contract Audit Agency. The salary adjustment rates effective, June 9, 2018, are reflected in The National Academies Compensation Structure chart.

Base Pay Compensation Structure:

Each core job within the National Academies is evaluated and placed within the compensation structure based on the market data collected by Compensation Services. Market data is compiled to benchmark what other organizations pay employees in similar jobs. Each job is then assigned to a pay band using the data collected through the market pricing process.

In a few situations, jobs cannot be matched to market data. In that case, discussions are held with managers to determine where the job should be placed in the hierarchy of the job family and the compensation structure.

Individuals may earn base pay anywhere within the assigned pay band, depending on experience, individual contributions, and other factors.

Each year, the Compensation Workgroup of the OHR participates in compensation surveys, conducts market pricing, and analyzes market data to determine compensation structure movement and whether reassignment of a job to a different band is appropriate.

Based on this analysis, the compensation structure midpoints/bands may be adjusted and jobs may be assigned to a different band.

The National Academies Compensation Structure

Effective June 9, 2018

Pay Band	Minimum	Midpoint	Maximum
1	\$176,600	\$242,800	\$309,100
2	\$140,600	\$193,300	\$246,100
3	\$112,200	\$154,200	\$196,400
4	\$89,400	\$122,900	\$156,500
5	\$78,200	\$97,700	\$117,300
6	\$62,700	\$78,300	\$94,100
7	\$49,900	\$62,300	\$74,900
8	\$39,700	\$49,600	\$59,600
9	\$31,800	\$39,700	\$47,700
10	\$25,830	\$31,800	\$38,300

General Scope of Responsibilities and Qualifications:

General qualifications, duties, and responsibilities are provided in official Academies generic position descriptions prepared by the OHR. More specific or individualized position descriptions, which may be developed jointly by supervisors and staff members (coordinated and approved by OHR), should be signed by both persons and attached to the staff member's annual performance appraisal.

Generic job descriptions for individuals that will work on Owens Lake Scientific Advisory Project are below.

SR. BOARD DIRECTOR

Exempt/Pay Band: 2

Job Summary:

Responsible for the development, implementation, and ongoing management and evaluation of board/program activities of significant scope, size, and/or complexity. Develops the overall budget, including staffing requirements and ensures that each study or activity meets its stated objectives and supports the mission of the organization. Maintains internal and external relations. Oversees the assembling of committees and provides guidance to those committees in the conduct of their work and/or consensus building process. Responds to requests for studies, negotiating scope of work and budget, and independently develops high-impact programs/projects and negotiates funding with sponsors. Significantly impacts the advancement of science or policy through the successful conduct of multiple and complex National Academies' programs and activities.

Responsible for financial management and resource allocation, staff planning and management, and is fully accountable for the performance and results of the department. Has authority to formulate, affect, interpret, or implement management policies or operating practices. Studies and decisions have long-term implications and affect continuing operations. Subordinates have higher job classifications requiring greater education and experience to master. If no subordinate manager, must have high-level professional staff as direct reports. Incumbent deals with important or controversial issues and effective persuasion, negotiation, and compromise are critical to work. Reports to Executive Director or Executive Officer. Assignments to this job require the approval of the Executive Officer, NAS/Chief Operating Officer, and NRC.

BOARD DIRECTOR

Exempt/Pay Band: 3

Job Summary:

Responsible for the development, implementation, and ongoing management and evaluation of program/board activities of moderate scope, size, and/or complexity. Develops the overall budget, including staffing requirements and ensures that each study or activity meets its stated objectives and supports the mission of the organization. Maintains internal and external relations. Oversees the assembling of committees and provides guidance to those committees in the conduct of their work and/or consensus building process. Responds to requests for studies, negotiating scope of work and budget, and independently develops programs/projects and negotiates funding with sponsors. Significantly impacts the advancement of science or policy through the successful conduct of National Academies' programs and activities.

Responsible for financial management and resource allocation, staff planning and management, and is fully accountable for the performance and results of the department. Has authority to formulate, affect, interpret, or implement management policies or operating practices. Studies and decisions have long-term implications and affect continuing operations. Must have high-level professional staff as direct reports. Incumbent deals with important or controversial issues and effective persuasion, negotiation, and compromise are critical to work. Reports to Executive Director or Executive Officer.

SCHOLAR

Exempt/Pay Band: 3

Job Summary:

Considered an expert and recognized as a leader in field of specialization, serves as resident expert in one or more areas. Plans and conducts research, maintains relationships with internal and external constituencies, and serves as a technical expert in consulting and advising staff on programs/projects related to area of expertise. Reports on accomplishments, inquiries, research studies, and travel experiences. Frequently consults and appears at meetings, discussing recent findings, or developments, their analyses, interpretation and impact. Lectures and speaks before various groups and writes for various audiences. If leading studies, oversees multiple/complex programs/projects, assembles committees and guides those committees in the consensus building process. Develops budgets and prospectuses to have maximum impact and shapes

programs/projects through discussions with potential sponsors. Work is predominately intellectual and analytical in character.

SENIOR PROGRAM OFFICER

Exempt/Pay Band: 4

Job Summary:

Responsible for developing and managing highly complex programs or projects. Develops program or project strategy and budget, staffing requirements and ensures the program/project meets its stated objectives. Serves as liaison between committee members, the National Academies, and other applicable parties. Independently supervises staff. Develops prospectuses and projects and negotiates funding with sponsors.

Requiring advanced knowledge, incumbent performs work primarily intellectual and/or analytical in character. The job's primary focus is either on leading studies or managing other types of programs. Establishes processes and procedures to ensure the effective and efficient operation of a complex function. Has authority to take whatever action deemed advisable or necessary, subject only to organizational and departmental policies and rules. Has full supervisory responsibilities, including hiring, training, and performance management for assigned staff. Provides innovative solutions to complex problems that impact program's or project's success. Typically reports directly to Board Director.

FINANCIAL ASSOCIATE

Exempt/Pay Band: 6

Job Summary:

Prepares budget estimates and projections based on actual performance, previous budget figures, estimated revenue, expense reports, and other factors. Reviews expenditures to ensure conformance to budget and other compliance requirements. Maintains records of expenses and budget balances and reconciles monthly financial reports. Prepares and audits vouchers and expenses. Analyzes expenditures and revenues, overruns or under runs, and compiles regular and special statistical reports for internal and external customers.

PROGRAM ASSOCIATE

Non Exempt/Pay Band: 7

Job Summary:

Provides program and administrative support for multiple and complex programs/projects. Oversees logistical, administrative, and financial aspects of meetings. Compiles and summarizes information for the development/revision of a variety of documents. Participates in research efforts. Provides work direction and assists with the daily supervision of support staff and temporary help. Serves as primary liaison between the National Academies and related external customers, members, sponsors, and organizations and administrative matters.

DIRECTOR, COMMUNICATIONS/MEDIA

Exempt/Pay Band: 4

Job Summary:

Plans and directs all aspects of communications and/or media relations policies, objectives, and initiatives for the National Academies or a major division. Ensures that all internal and external communications result in positive public relations. Advises top management on the development of communications and media relation policies. Publicizes programs and other priorities. Supervises assigned staff, and works in collaboration with departments throughout the National Academies.

Incumbents in this job are responsible for planning, execution, staff oversight, and status reporting to top officers or division executives for significant initiatives in communications and/or media relations representing the National Academies or a major division. This job has complete authority to take whatever action deemed advisable or necessary regarding the communications and/or media relations operations for the responsible department or division. Incumbents are typically responsible for managing a unit's communications or media group.

COMMUNICATIONS/MEDIA SPECIALIST

Exempt/Pay Band: 6

Job Summary:

Under general guidance and direction, plans, develops, and coordinates internal and external communications and media projects, programs, events, outreach and dissemination activities, and/or media relations. Establishes, designs and oversees implementation of communication, media, and dissemination projects, using various media such as print, electronic, video, and web-based products. Advises staff on communication and dissemination strategies and develops strategies for public release and media activities. Negotiates, plans, and implements communication and media strategies. Expands the National Academies' presence and product awareness through communication and media efforts through a variety of media.

This is a professional role, working under general supervision and functioning with the ability to deviate from subscribed courses of action as needed. It is not a clerical or administrative support role. It is not typically the only communications or media role in a unit, but reports to a senior communications or media position.

EDITORIAL PROJECTS COORDINATOR

Exempt/Pay Band: 7

Job Summary:

Plans, coordinates, and implements editorial and publication projects while consulting with staff and serving as liaison to all parties concerned. Provides word processing, editing, and related support. Utilizes advanced computerized word processing programs and techniques to produce complete technical or commercial documents and/or narrative materials. Ensures products conform to organization's standards for appearance and content. If in a supervisory role, has full responsibility for supervision of assigned editorial staff. Oversees all aspects of assigned area of responsibility.

Working under general supervision, incumbent applies general professional knowledge to solve problems requiring the identification and analysis of various factors and uses independent judgment and discretion to recommend best course of action. Incumbent proceeds on own initiative in compliance with policies, procedures, and practices, but receives guidance or expertise from supervisor or higher-level staff when needed. May supervise editorial support employees or serve in a lead capacity.

Domestic Travel Calculations

The National Academies provides complete travel services for Academies' projects through our contract travel agents. The Academies' travel policies comply with Federal travel regulations. Furthermore, negotiated agreements, based on the Academies' level of supplier usage, attain cost savings, which sometimes provide for cheaper air fares and hotel reservations than can be obtained through Government discount air fares. Generally airlines do not recognize Academies' members as bona-fide government employees and will not allow the use of government fares.

Because committee chairpersons, members, and participants are generally not known until after contract award, actual travel costs cannot be calculated. Travel costs are estimated based on the proposed number of committee members, participants, and staff travel using an averaging system based on historical costs. Currently, the domestic travel estimates included in proposals are calculated on the basis of an average domestic airfare cost of \$434 and daily subsistence (lodging, transportation, partial meals, miscellaneous) of \$476 per day (e.g., 1-day meeting costs \$910, 2-day meeting costs \$1386, 3-day meeting costs \$1862, etc.).

Copying

As indicated in the appropriate footnote, copying costs are derived by determining the approximate number of copies needed over the project life and multiplying this by the cost of copying by per page found in the ONR Negotiated Rate Agreement. The Academies committee process necessitates that many photocopies be made of any commissioned papers, background documentation, briefings, draft reports (double spaced and one sided so that members and reviewers can write on both sides), members inputs on committee activities, miscellaneous copies of faxes, press clippings, e-mails, relevant sponsor and other correspondence, etc.

Postage/Delivery

Project postage costs include mailing drafts to members, correspondences from members to the staff for distribution to the whole committee and correspondence to the sponsor. During report coordination and review; overnight or priority mail is often necessary to expedite this process. Report dissemination costs are those associated with mailing the proposed number of reports by regular mail.

Office Supplies

Most projects/activities may have some small direct charges for supplies for use on that project. These supplies are ordered through our contract supply provider, NBA Office Products.

Technology/Communication Services

The category technology services reflect in-house office support needs and are based on the actual monthly charge per network account utilized under the project. This amount is calculated by multiplying the rate by the percentage of time budgeted for the proposed staff member under the project. This charge, based on \$342.00/bi-weekly per FTE, includes analyst support, the computer hot line, network connections, electronic mail, equipment, maintenance and software.

Communications costs include long distance telephone, telephone equipment charges, fax, modem, and analog lines and other special circumstances such as conference calls. Communications charge rates are developed by Academies information technology office.

Meeting Expenses

Included are such items as meeting room rental fees, set-up and breakdown charges, audio-visual equipment, transcription, translation if applicable, working meals/coffee service, group transportation, etc. (Working meals charged to meetings expense are not duplicative of per diem reimbursement as travel vouchers for attendees are checked to ensure that any meals provided in the course of a committee meeting cannot also be charged on a travel voucher.) Meetings expense changes with the kind of meeting, the number of attendees, the location, the length, the services provided, etc. Working meals are estimated per person at \$15 for breakfast, \$25 for lunch, and \$50 for dinner per day. A 2-day meeting, therefore, is estimated to cost \$130 per person (including 2 breakfasts, 2 lunches, and 1 dinner); a 3-day meeting is estimated to cost \$220 per person (including 3 breakfasts, 3 lunches, and 2 dinners).

Indirect Cost Rates

The National Academies currently has fixed carry-forward indirect cost rates negotiated with the Office of Naval Research on behalf of the federal government and for use on all proposals, federal and private.

Because the rates for a portion of the award period (beyond the period of the rate agreement) may not be negotiated at the time the award is signed and won't be finalized until subsequent years, the Academies proposal includes the most current negotiated rates for negotiation purposes. However, in accordance with the applicable federal cost principles, adjustments to the rates for periods beyond the period of the current rate agreement are expected. The National Academies' fiscal year is from January 1 through December 31.

Facilities capital cost of money is proposed as an allowable cost and will be specifically identified in the Academies' cost proposals.

THE NATIONAL ACADEMY OF SCIENCES

DIVISION ON EARTH AND LIFE STUDIES

**BOARD ON ENVIRONMENTAL STUDIES AND TOXICOLOGY
BOARD ON EARTH SCIENCES AND RESOURCES
WATER SCIENCE AND TECHNOLOGY BOARD**

Proposal No. 10003901 (Revised 8/2018)

**OWENS LAKE SCIENTIFIC ADVISORY PANEL:
Evaluating a Range of Alternative Dust Control Technologies**

LADWP/GBUAPCD Cumulative Summary Estimate of Costs

11/1/18 to 04/30/20

	Year 1	Year 2	Project Total
Direct Labor	\$220,020	\$118,105	\$338,125
Overhead	\$129,372	\$69,446	\$198,817
Overhead Cost of Money	\$9,241	\$4,960	\$14,201
Travel	\$81,900	\$1,820	\$83,720
Reports	\$0	\$10,000	\$10,000
Technology/Communication	\$11,959	\$6,485	\$18,445
Meeting Expense	\$7,930	\$0	\$7,930
Other Direct Costs	<u>\$12,800</u>	<u>\$2,200</u>	<u>\$15,000</u>
Subtotal:	\$473,221	\$213,017	\$686,238
General and Administrative Costs	\$111,031	\$49,788	\$160,818
G&A Cost of Money	\$2,571	\$1,153	\$3,724
Total:	\$586,823	\$263,958	\$850,781

Amount Requested From LADWP/GBUAPCD

\$850,781

It is requested that the award will provide for payment
via Letter of Credit or electronic transfer.

Footnote: These major cost categories reflect the billing structure used by the National Academy of Sciences. Cost and rate data are attached as background information. Please be advised, however, that all costs are systematically collected in our accounting system and are available for audit through arrangements with the Defense Contract Audit Agency and our cognizant Administrative Contracting Officer at the Office of Naval Research.

THE NATIONAL ACADEMY OF SCIENCES

DIVISION ON EARTH AND LIFE STUDIES

BOARD ON ENVIRONMENTAL STUDIES AND TOXICOLOGY
BOARD ON EARTH SCIENCES AND RESOURCES
WATER SCIENCE AND TECHNOLOGY BOARD

Proposal No. 10003901 (Revised 8/2018)

**OWENS LAKE SCIENTIFIC ADVISORY PANEL:
Evaluating a Range of Alternative Dust Control Technologies**

Estimate of Costs

11/1/18 to 10/31/19

12 months

DIRECT LABOR, ON-SITE	Percent of Time	Annual Salary	Total Salary	Project Totals
EXEMPT				
Board Director (BEST)	8%	\$165,000	\$13,200	
Sr. Board Director (BESR/WSTB)	8%	\$202,117	\$16,169	
Scholar	50%	\$174,740	\$87,370	
Sr. Program Officer (BESR)	15%	\$110,762	\$16,614	
Financial Associate	10%	\$75,000	\$7,500	
TOTAL EXEMPT				\$140,854
NON-EXEMPT				
Program Associate	30%	\$67,000	\$20,100	
TOTAL NON-EXEMPT				\$20,100
Total Salaries				\$160,954
Salary Adjustments (see Footnote 2)				<u>\$1,207</u>
Total Direct Labor, On-Site (see Footnote 3)				\$162,161
Fringe Benefits @	35.68% of salaries			<u>\$57,859</u>
TOTAL DIRECT LABOR, ON-SITE, PLUS FRINGE				\$220,020
SUBTOTAL (On-site Overhead Base)				\$220,020
OVERHEAD, On-site	58.80%	of base		\$129,372
COST OF MONEY (Labor)	4.2000%	of base		\$9,241
TOTAL OVERHEAD, On-Site (see Footnote 1)				\$138,612
OTHER DIRECT COSTS				
Other Personnel				
Consultant	20 days	\$500	\$10,000	
Total Other Personnel				\$10,000

Travel Expenses (Domestic)

	#Pers.	#Mtgs	Days/ Mtg	#Per X Mtg.	Mtg Cost	\$\Mtg	Subtotal
Panel Mtg. #1	10	1	3	10	\$1,862	\$18,620	
Panel Mtg. #2	10	1	2	10	\$1,386	\$13,860	
Panel Mtg. #3	10	1	2	10	\$1,386	\$13,860	
Panel Mtg. #4	10	1	2	10	\$1,386	\$13,860	
							\$60,200
Invitees	2	2	1	4	\$910	\$3,640	
							\$3,640
Staff Mtg. #1	3	1	3	3	\$1,862	\$5,586	
Staff Mtg. #2	3	1	2	3	\$1,386	\$4,158	
Staff Mtg. #3	3	1	2	3	\$1,386	\$4,158	
Staff Mtg. #4	3	1	2	3	\$1,386	\$4,158	
							\$18,060
Total Domestic Travel							\$81,900
Total Travel							\$81,900
Other Costs							
Photocopies (see Footnote 5)				\$25 /mo.			\$300
Postage and Delivery							
Project				\$50 /mo			\$600
Technology/Communications							
Long Distance Telephone				\$25.00 /mo			\$300
Conference Calls				6 @	\$150.00		\$900
Technology Services (see Footnote 6)				\$896.61 /mo			\$10,759
Office supplies				\$75 /mo			\$900
Meeting Expenses							\$7,930
Books and Periodicals (e.g., newsletters, interlibrary loan)							\$200
Literature Searches							\$800
Total Other							\$22,689
TOTAL OTHER DIRECT COSTS							\$114,589
SUBTOTAL							\$473,221
General & Administrative Costs			23.93% applied to value-added G&A base			\$463,980	\$111,031
Cost of Money			0.5542% applied to value-added G&A base			\$463,980	\$2,571
TOTAL GENERAL AND ADMINISTRATIVE COSTS (see Footnote 1)							\$113,602
TOTAL ESTIMATED COST							\$586,823
Amount Requested From LADWP/GBUAPCD							\$586,823

It is requested that the award will provide for payment
via Letter of Credit or electronic transfer.

THE NATIONAL ACADEMY OF SCIENCES

DIVISION ON EARTH AND LIFE STUDIES

BOARD ON ENVIRONMENTAL STUDIES AND TOXICOLOGY
BOARD ON EARTH SCIENCES AND RESOURCES
WATER SCIENCE AND TECHNOLOGY BOARD

Proposal No. 10003901 (Revised 8/2018)

**OWENS LAKE SCIENTIFIC ADVISORY PANEL:
Evaluating a Range of Alternative Dust Control Technologies**

Estimate of Costs

11/1 /19 to 4/30/20

6 months

DIRECT LABOR, ON-SITE	Percent of Time	Annual Salary	Total Salary	Project Totals
EXEMPT				
Board Director (BEST)	8%	\$165,000	\$6,600	
Sr. Board Director (BESR/WSTB)	8%	\$202,117	\$8,085	
Scholar	50%	\$174,740	\$43,685	
Sr. Program Officer (BESR)	15%	\$110,762	\$8,307	
Financial Associate	10%	\$75,000	\$3,750	
Dir. Commun/Media	4%	\$133,000	\$2,660	
Communications/Media Specialist	2%	\$68,325	\$683	
Editorial Projects Coordinator	2%	\$69,194	\$692	
TOTAL EXEMPT				\$74,462
NON-EXEMPT				
Program Associate	30%	\$67,000	\$10,050	
TOTAL NON-EXEMPT				\$10,050
Total Salaries				\$84,512
Salary Adjustments (see Footnote 2)				<u>\$2,535</u>
Total Direct Labor, On-Site (see Footnote 3)				\$87,047
Fringe Benefits @	35.68% of salaries			<u>\$31,058</u>
TOTAL DIRECT LABOR, ON-SITE, PLUS FRINGE				\$118,105
SUBTOTAL (On-site Overhead Base)				\$118,105
OVERHEAD, On-site	58.80%	of base		\$69,446
COST OF MONEY (Labor)	4.2000%	of base		\$4,960
TOTAL OVERHEAD, On-Site (see Footnote 1)				\$74,406

OTHER DIRECT COSTS**Travel Expenses (Domestic)**

	#Pers.	#Mtg	Days/ Mtg	#Per X Mtg.	Mtg Cost	\$\Mtg	Subtotal
Briefing(s)	2	1	1	2	\$910	\$1,820	\$1,820
Total Domestic Travel							\$1,820
Total Travel							\$1,820

Other Costs**Reports (see Footnote 4)**

Report Prod.	200 copies @	\$50.00	\$10,000	
Total Reports				\$10,000

Photocopies (see Footnote 5)	\$100 /mo			\$600
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Postage and Delivery

Project	\$25 /mo			\$150
Report disseminations	150 @	\$5.00		\$750

Technology/Communications

Long Distance Telephone	\$25.00 /mo			\$150
Conference Calls	4 @	\$150.00		\$600
Technology Services (see Footnote 6)	\$955.89 /mo			\$5,735

Office supplies	\$75 /mo			\$450
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Literature Searches				\$250
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Total Other				\$18,685
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TOTAL OTHER DIRECT COSTS				\$20,505
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SUBTOTAL				\$213,017
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General & Administrative Costs	23.93% applied to value-added G&A base	\$208,057	\$49,788
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Cost of Money	0.5542% applied to value-added G&A base	\$208,057	\$1,153
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TOTAL GENERAL AND ADMINISTRATIVE COSTS (see Footnote 1)			\$50,941
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TOTAL ESTIMATED COST			\$263,958
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Amount Requested From LADWP/GBUAPCD	\$263,958
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It is requested that the award will provide for payment
via Letter of Credit or electronic transfer.

FOOTNOTES

1. The use of all indirect cost rates in this proposal have been negotiated and agreed upon with the National Academy of Sciences' cognizant Administrative Contracting Officer, the Office of Naval Research. For contract billing purposes, the National Academy of Sciences will invoice at the negotiated indirect rates in effect for the period being billed. It is understood that any contractually-stipulated indirect rate will be revised in accordance with any subsequent negotiated indirect rate agreement upon the effective dates applicable to such revised rates.
2. An annual adjustment is applied to the salary base to provide for merit increases that will be awarded during the performance period of any award resulting from this proposal. The effective date for estimating such adjustments is June 1. The current merit pool is 3.0%
3. Direct Labor includes an accrual for personal leave, holidays, and other leave, such as jury duty and military service, at a rate of 16.85%

4. Reports	Year 1	Year 2	Year 3	Year 4	Year 5
Master Manuscript production copies	0	0	0	0	0
Estimated report per copy cost	0	0	0	0	0
Estimated total report charge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Report production copies	0	200	0	0	0
Estimated report per copy cost	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00
Estimated total report charge	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00
HTML Conversions	0	0	0	0	0
Estimated report per copy cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estimated total report charge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Executive Order 12832 provides the authority for NAS to reproduce and disseminate Academy reports to the public as needed and therefore we have included in our estimate of costs an amount projected to cover the cost of producing and disseminating reports for this activity.

5. Copying

Copying is estimated on a monthly basis. The total estimated copying charge is derived by determining the total estimated number of pages that might be reproduced based on similar projects undertaken by NAS and multiplying by the per copy cost. The current per copy cost is estimated at \$0.0600

6. Technology Services

(Total Full-time Equivalent employees reflected in estimated salaried staff and on-site borrowed personnel percent of time in Direct Labor section of estimate.)

Technology Services Cost \$342.00

The technology rate is calculated as a service charge, and includes hardware, software, equipment maintenance, on-site support, help desk support, internal network connection, internet connection, email and telecom infrastructure. The monthly rate is determined by multiplying the technology services charge times the total number of FTEs times the number of pay periods in a year (26), and then dividing that number by the number of months in a year (12). The total estimated cost is then calculated by multiplying the monthly rate times the number of months covered by this cost estimate.

Federal Negotiated Indirect Cost Rate Agmt - 12/26/17			
NAS FY 18 FIXED RATES	Rate Before Cost of Money	Cost of Money Additive	Total Rate
Offsite Overhead	29.00%	0.000%	29.0000%
Regular Overhead	58.80%	4.2000%	63.0000%
Flow-through Admin	3.17%	0.1712%	3.3412%
G&A	23.93%	0.5542%	24.4842%
Leave	16.85%	0.000%	16.85%
Fringe	35.68%	0.000%	35.68%
PRICES			
Prices are determined on an actual-cost basis, but are not included in the Negotiation Agreement with ONR.			
			<u>Total Price</u>
Copy Center	per impression		\$0.0600
Technology Services, bi-weekly	bi-weekly		\$342.00
Pay Periods	26	2.16667 per month	

ATTACHMENT C

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND National Academy of Sciences
FOR THE PROVISION OF
PROFESSIONAL SERVICES**

TERM:

FROM: November 1, 2018 TO: April 30, 2020

**See Attached CAL Form 590 Withholding
Exemption Certificate**

2018 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name _____

Payee Information

Name _____

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.) _____

City (If you have a foreign address, see instructions.) _____

State _____

ZIP code _____

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for **1131**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone (____) _____

Payee's signature ► _____ Date _____

ATTACHMENT D

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND National Academy of Sciences
FOR THE PROVISION OF
PROFESSIONAL SERVICES
TERM:**

FROM: November 1, 2018 TO: April 30, 2020

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

BOARD REPORT

Mtg. Date: November 1, 2018

To: District Governing Board

From: Kimberly Mitchell, Research and Systems Analyst II

Subject: Summary of 2018 Wildfire Smoke Impacts

Summary:

This Board Report provides a summary of the 2018 smoke impacts from wildfires. Between June 1, 2018 and September 30, 2018, the District tracked the progress of 20 fires that either caused smoke impacts or had the potential to cause smoke impacts in the communities of Alpine, Mono, and Inyo counties. The District responded to smoke issues in the following ways:

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

Smoke Webpage

This year the District debuted an updated mobile-friendly website including an update to the way smoke information is communicated. The updated smoke page, www.gbuapcd.org/smoke/, is created using a background database that is accessible on multiple platforms and can be updated from the office, the field or other locations. The smoke page provides information on active fire incidents and monitoring information. As individual incident pages are added and removed through the season, the base page remains a static address for the public and other agencies to visit and link to. The smoke webpage was cited and shared as a resource in the press, by the U.S. Forest Service and by members of the public during this smoke season. The goal for each incident page is to summarize pertinent air quality information from multiple sources in one location. Information includes a summary of the fire's status, applicable monitoring stations and their data, Air Quality Summary Reports, webcams to view air quality in impacted areas, health advisories, and smoke modeling information. Additionally, the homepage now features a Community Air Quality Information sidebar to share qualitative air quality conditions. During heavy smoke impacts in late July and early August 2018, the website was receiving over 4,000 unique visitors per day.

Health Advisories

Based on the criteria in the District's Air Pollution Episode Plan, District Rule 701, there were 28 days where health advisories were issued due to smoke (see Table 1.)

Table 1. Health advisories issued due to smoke

Date	County	Stage	Fire
June 25, 2018	Mono and Inyo Counties	2, 1	Lions Fire
June 26, 2018	Mono and Inyo Counties	2, 1	Lions Fire
July 8, 2018	Inyo County	1	Georges Fire
July 10, 2018	Inyo County	1	Georges Fire
July 15, 2018	Mono County	1	Ferguson Fire
July 16, 2018	Mono County	1	Ferguson Fire
July 17, 2018	Mono County	1	Ferguson Fire
July 24, 2018	Mono County	1	Ferguson Fire
July 25, 2018	Mono County	1	Ferguson and Lions Fires
July 27, 2018	Mono County	1	Ferguson and Lions Fires
July 28, 2018	Mono County	1	Ferguson and Lions Fires
July 29, 2018	Mono County	1	Ferguson and Lions Fires
July 30, 2018	Mono County	1	Multiple Fires
July 31, 2018	Mono County	2	Lions Fire
August 1, 2018	Mono County	1	Lions Fire
August 2, 2018	Mono and Inyo Counties	2, 2	Ferguson and Lions Fires
August 3, 2018	Mono and Inyo Counties	2, 2	Ferguson and Lions Fires
August 4, 2018	Mono and Inyo Counties	2, 2	Ferguson Fire
August 5, 2018	Mono County	1	Ferguson Fire
August 6, 2018	Alpine, Mono and Inyo Counties	2, 1, 1	Multiple Fires
August 8, 2018	Alpine and Mono Counties	2, 2	Multiple Fires
August 9, 2018	Alpine and Mono Counties	2, 2	Multiple Fires
August 10, 2018	Mono County	1	Donnell and Lions Fires
August 11, 2018	Mono County	1	Donnell and Lions Fires
August 12, 2018	Mono County	1	Donnell Fire
August 21, 2018	Mono County	1	Donnell and Lions Fires
August 22, 2018	Mono County	1	Donnell and Lions Fires
September 5, 2018	Mono County	2	Boot Fire

Development of Public Health Recommendations for Smoky Conditions

In June, District Staff reached out to the Dr. Richard Johnson, Alpine County Health Officer; Dr. Tom Boo, Mono County Health Officer; and Dr. James Richardson Inyo County Health Officer to develop recommendations for smoky conditions and to provide a tailored and consistent message to accompany District Health Advisories. District staff worked with the Health Officers and their staff to develop a list of recommendations for smoky conditions. These guidelines were published in a joint press release on July 30, 2018 and are permanently posted on the District's website.

Emergency Air Quality Monitoring Program

The District has started installing monitors (Teledyne T640x) in communities that provide continuous PM10 and PM2.5 data, allowing for residents to access live conditions year-round for both criteria pollutants. The new Lee Vining site was installed this past spring and was heavily impacted throughout this summer. The permanent monitor in Mammoth was replaced this fall and Lone Pine will be upgraded next. In addition to the District's permanent monitoring stations, the District deployed two portable particulate matter (PM) monitors, EBAMs, in three locations (see Table 2). Two supplementary EBAMs were deployed by the California Air Resource Board (CARB) at the request of the District. Additionally, the U.S. Forest Service (USFS) deployed multiple emergency monitors to track PM2.5.

Table 2. Emergency Air Quality Monitoring deployments

Start Date	End Date	Agency	Location	Event
6/12/2018	Current	USFS	Mammoth Lakes	Multiple Fires
6/25/2018	7/18/2018	GBUAPCD	Crowley Lake	Multiple Fires
7/2/2018	10/5/2018	GBUAPCD	June Lake	Multiple Fires
7/18/2018	10/5/2018	GBUAPCD	Bridgeport	Multiple Fires
8/1/2018	9/10/2018	CARB	Woodfords	Multiple Fires
8/2/2018	9/10/2018	USFS	Crowley Lake	Multiple Fires
8/6/2018	10/5/2018	CARB	Coleville	Multiple Fires

Wildland Fire Air Quality Response Program

The Wildland Fire Air Quality Response Program was developed by the U.S. Forest Service to assess, communicate, and address risks posed by wildland fire smoke. On larger fire incidents an Air Resource Advisor is assigned to a fire or group of fires to produce daily Air Quality Summary Reports. These reports are deployed via social media, through InciWeb, through local air districts, and if appropriate are posted on bulletins in local communities. The District was in communication with Air Resource Advisors for incidents that impacted Alpine, Mono, and/or Inyo County communities. The Air Resource Advisors were very receptive to the District's requests, which included adding communities, deploying monitors in specific areas, and updating reporting methods when errors were discovered. District staff called in to daily smoke update phone meetings. Air Quality Summary Reports covering one or more of the District's communities were issued for three fires (Donnell, Ferguson, and Lions) and covered 55 days this season. These reports were added to the District's website, www.gbuapcd.org daily. For more information on the Wildland Fire Air Quality Response Program visit <http://www.wildlandfiresmoke.net/>.

Particulate Matter (PM) Data

The District reviews and maintains a record of PM2.5 and PM10 data from both permanent and emergency monitors. Between June 1, 2018 and September 30, 2018 there were ten days where the worst air quality in the three counties was 'unhealthy' for sensitive groups (USG). There were fourteen days where the worst air quality was 'unhealthy'. There were six days where the worst air quality was 'very unhealthy.' There were no 'hazardous' days recorded at monitors in the three counties this wildfire season. A summary of conditions for the smoke season can be seen in Table 3 and a more detailed report of the 2018 Fire Season 24 Hour PM10 and PM2.5 Community Concentrations can be found as Attachment 2.

Table 3.

Site	Number of Days in Air Quality Index Categories (If a site has a PM2.5 & PM10 monitors worse AQI was counted for the day)						
	Good	Moderate	USG	Unhealthy	Very Unhealthy	Hazardous	No Data Available
Woodfords	24	11	1	3	1	0	82
Coleville	31	13	5	4	2	0	67
Bridgeport	48	15	5	6	0	0	48
Lee Vining	79	21	8	9	2	0	3
June Lake	52	22	9	6	1	0	32
Mammoth Lakes	74	31	5	8	2	0	2
Crowley Lake	35	17	2	3	1	0	64
Bishop	89	24	3	5	1	0	0
Lone Pine	103	16	1	2	0	0	0
Keeler	99	22	0	1	0	0	0
Olancho	119	3	0	0	0	0	0
Coso Junction	119	3	0	0	0	0	0

Additional Public Outreach

District staff have been involved in additional activities in support of public outreach including:

- Fielding questions through phone calls and emails to from residents, visitors, businesses, Board members, news media and other agencies regarding smoke and air quality
- Working with neighboring air districts and other partners, such as the National Weather Service in Reno, to coordinate and consult on air quality alerts
- Participating in daily CARB Smoke Air Monitoring Conference calls to coordinate monitoring activities between the state, air districts, USFS and National Park Service
- Attending and speaking at meetings including Community Meetings for the Lions Fire in Mammoth Lakes on June 28 and July 31, 2018, a Mono County Board of Supervisor's meeting on August 7, 2018 and at an Eastern Sierra Public Information Officers Meeting in Mammoth Lakes on August 8, 2018

Future Projects

The District is beginning to implement the installation of permanent low-cost air quality sensors (Purple Air) throughout Inyo, Mono and Alpine counties to provide air quality data to communities without permanent regulatory monitors.

Board Action: None. Information only.

Attachments:

1. Slideshow presentation, "Summary of 2018 Wildfire Smoke Impacts"
2. 2018 Fire Season 24 Hour PM10 and PM2.5 Community Concentrations
3. Useful Websites for Smoke and Dust Events

Summary of 2018 Wildfire Smoke Impacts

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



Smoke Events

- ▲ Between June 1st and September 30th, 2018 20 fires were tracked for smoke impacts
- ▲ There were 5 fires that caused a Health Advisory to be issued in Inyo, Mono, and/or Alpine Counties
 - ▲ **Lions Fire** – 13,347 acres – 7 miles southwest of Mammoth Lakes
 - ▲ **Georges Fire** – 2,883 acres – west of Manzanar
 - ▲ **Ferguson Fire** – 96,901 acres – Sierra National Forest & Yosemite National Park
 - ▲ **Donnell Fire** – 36,450 acres – Stanislaus National Forest
 - ▲ **Boot Fire** – 6,974 acres – 9 miles south of Walker

Health Advisories

Alerts

Health Advisories were issued
on 28 days

614 hourly Health Advisories
were pushed to
www.gbuapcd.org

Health Advisories

How can I sign up?

What is PM?

Smoke - Lee Vining 2-3 PM



Smoke - June Lake 2-3 PM

Smoke - Lee Vining 1-2 PM

Smoke - Bishop 12-1 PM

Date	County	Stage	Fire
6/25/2018	Mono and Inyo Counties	2, 1	Lions Fire
6/26/2018	Mono and Inyo Counties	2, 1	Lions Fire
7/8/2018	Inyo County	1	Georges Fire
7/10/2018	Inyo County	1	Georges Fire
7/15/2018	Mono County	1	Ferguson Fire
7/16/2018	Mono County	1	Ferguson Fire
7/17/2018	Mono County	1	Ferguson Fire
7/24/2018	Mono County	1	Ferguson Fire
7/25/2018	Mono County	1	Ferguson and Lions Fires
7/27/2018	Mono County	1	Ferguson and Lions Fires
7/28/2018	Mono County	1	Ferguson and Lions Fires
7/29/2018	Mono County	1	Ferguson and Lions Fires
7/30/2018	Mono County	1	Multiple Fires
7/31/2018	Mono County	2	Lions Fire
8/1/2018	Mono County	1	Lions Fire
8/2/2018	Mono and Inyo Counties	2, 2	Ferguson and Lions Fires
8/3/2018	Mono and Inyo Counties	2, 2	Ferguson and Lions Fires
8/4/2018	Mono and Inyo Counties	2, 2	Ferguson Fire
8/5/2018	Mono County	1	Ferguson Fire
8/6/2018	Alpine, Mono and Inyo Counties	2, 1, 1	Multiple Fires
8/8/2018	Alpine and Mono Counties	2, 2	Multiple Fires
8/9/2018	Alpine and Mono Counties	2, 2	Multiple Fires
8/10/2018	Mono County	1	Donnell and Lions Fires
8/11/2018	Mono County	1	Donnell and Lions Fires
8/12/2018	Mono County	1	Donnell Fire
8/21/2018	Mono County	1	Donnell and Lions Fires
8/22/2018	Mono County	1	Donnell and Lions Fires
9/5/2018	Mono County	2	Boot Fire

Text: 171

Verizon 4:12 PM  Health 

Smoke Alert
GBUAPCD Smoke Alert
Lions Fire and other wildfires
Air Quality Health Advisory, Stage 1,
Bishop; visit www.gbuapcd.org for
more information.

Yesterday 1:20 PM

Smoke Alert
GBUAPCD Smoke Alert
Lions Fire, Ferguson Fire and other
wildfires
Air Quality Health Advisory,
Upgraded to a Stage 2, Bishop; visit
www.gbuapcd.org for more
information.

Updated Smoke Webpage

<https://www.gbuapcd.org/smoke/>

Smoke

There Are Currently 3 Active Fires Affecting Air Quality

Name	Date of Origin	Age	Affecting	Acres	Containment	Updated
Donnell Fire	08/01/2018 - 17:49	2 months		36,450	90 %	a month ago
Ferguson Fire	07/13/2018 - 20:30	3 months	None at this time	96,901	100 %	a month ago
Lions Fire	06/11/2018 - 12:00	4 months		13,347	85 %	a month ago

Active Smoke

Emergency Monitors

USFS Crowley Lake

USFS Devils Postpile

USFS Mammoth Lakes

Air Quality	
Bishop 🔥	Moderate
Bridgeport 🔥	Unhealthy For Sensitive Groups
Coso Junction 🔥	Good
June Lake 🔥	Unhealthy For Sensitive Groups
Keeler 🔥	Good
Lee Vining 🔥	Unhealthy
Lone Pine 🔥	Good
Mammoth Lakes 🔥	Good
Olancho	N/A

Emergency Air Quality Monitoring Program



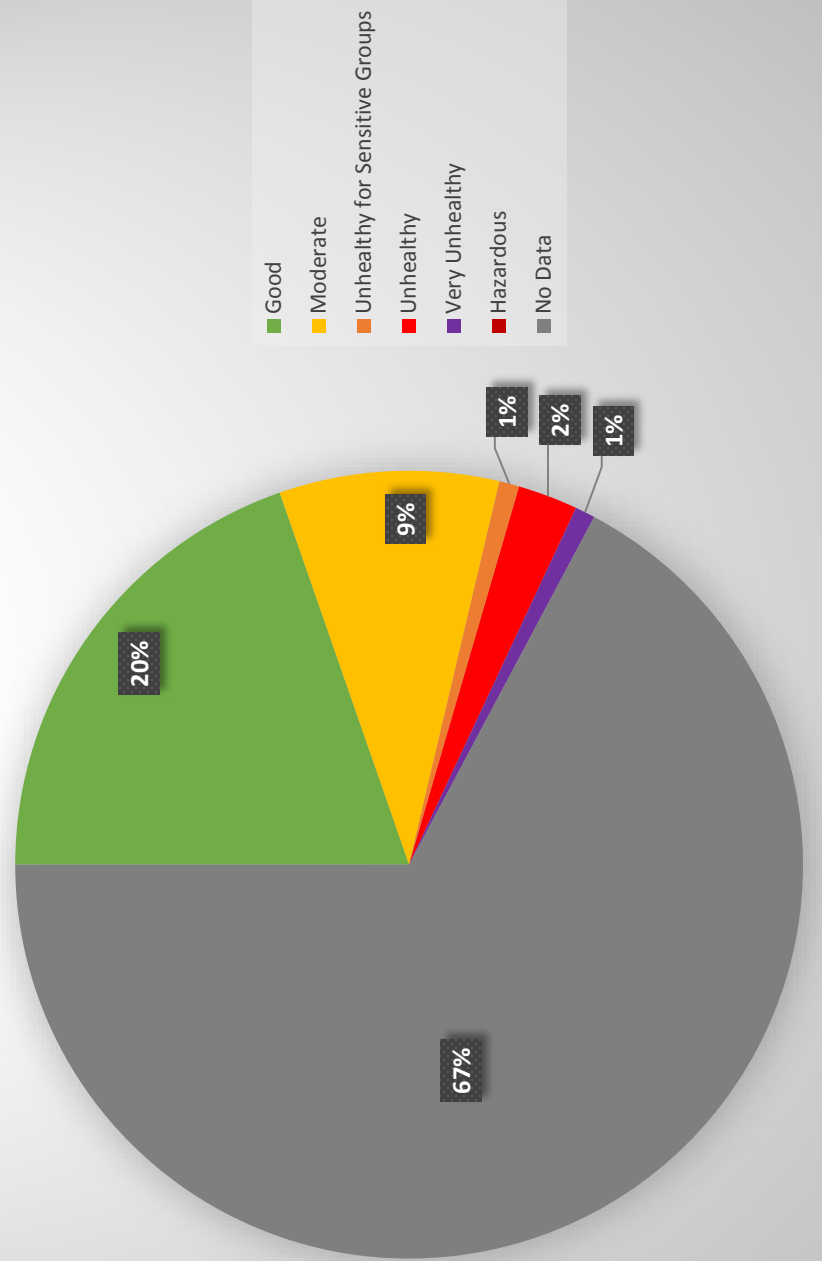
Emergency
Monitoring

Dates	Agency	Location	Event
6/12/2018 - Current	USFS	Mammoth Lakes	Multiple Fires
6/25/2018 - 7/18/2018	GBUAPCD	Crowley Lake	Multiple Fires
7/2/2018 - 10/5/2018	GBUAPCD	June Lake	Multiple Fires
7/18/2018 - 10/5/2018	GBUAPCD	Bridgeport	Multiple Fires
8/1/2018 - 9/10/2018	CARB	Woodfords	Multiple Fires
8/2/2018 - 9/10/2018	USFS	Crowley Lake	Multiple Fires
8/6/2018 - 10/5/2018	CARB	Coleville	Multiple Fires

Particulate Matter Data

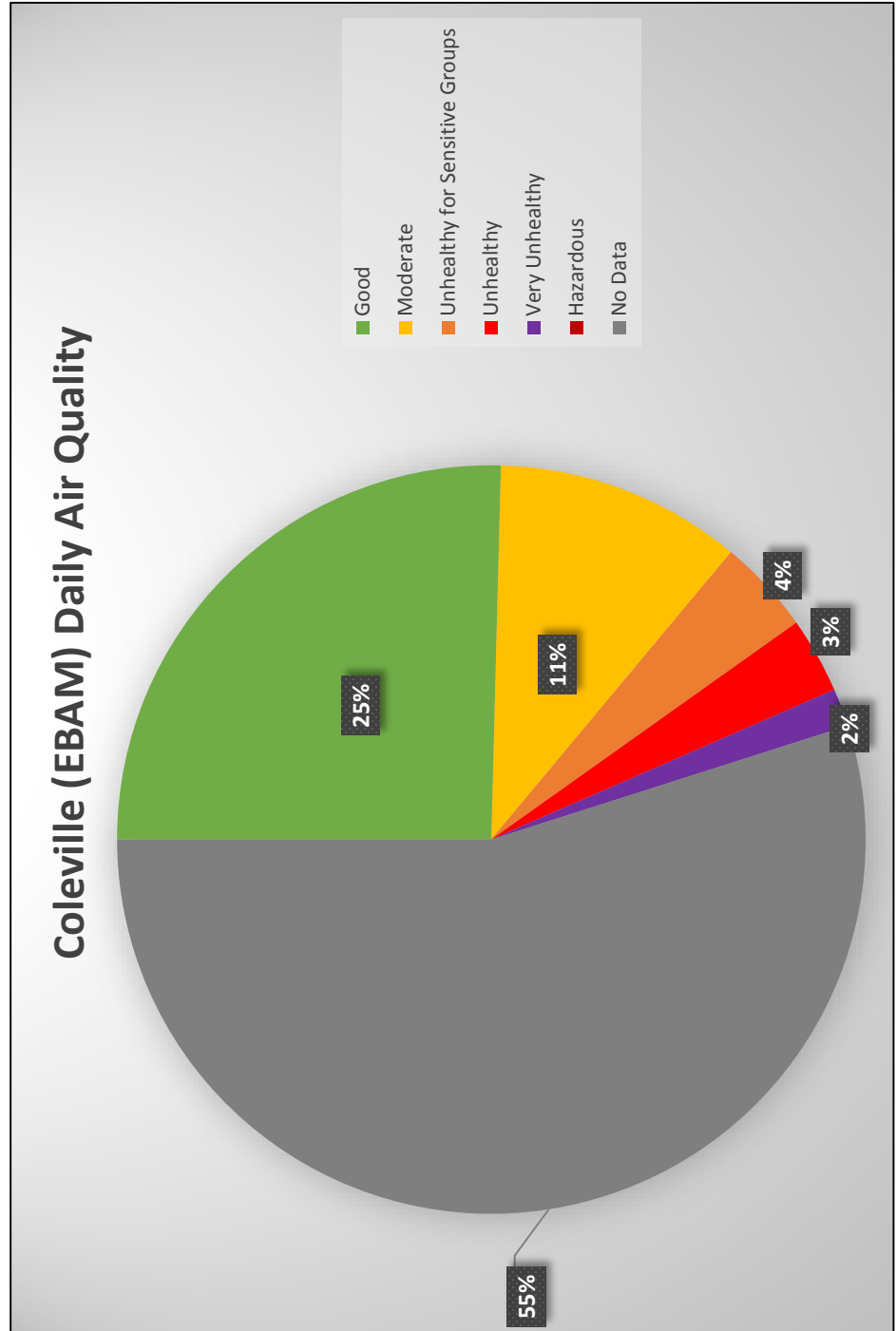
Alpine County: June 1 – September 30, 2018

Woodfords (EBAM) Daily Air Quality



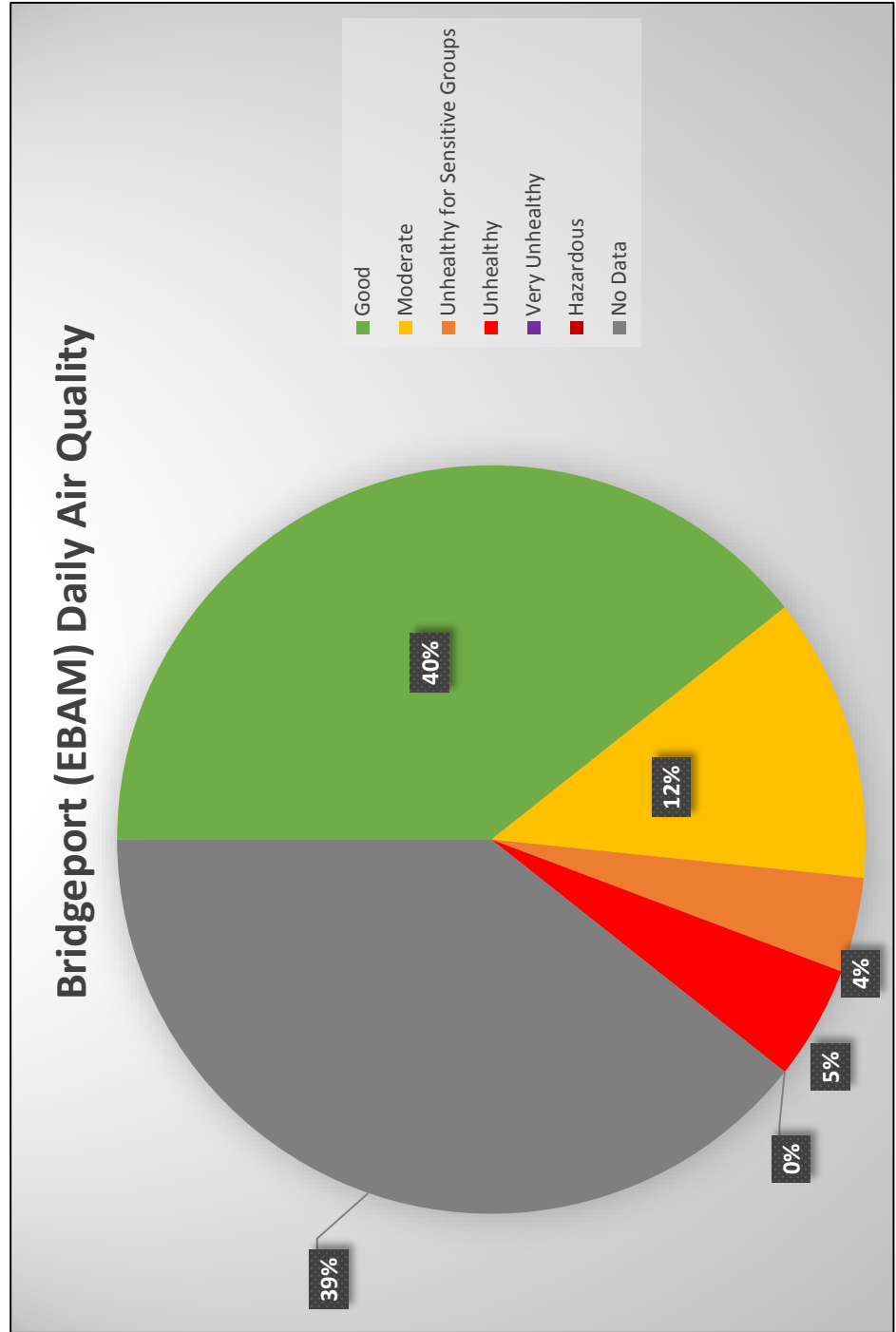
Particulate Matter Data

Mono County: June 1 – September 30, 2018



Particulate Matter Data

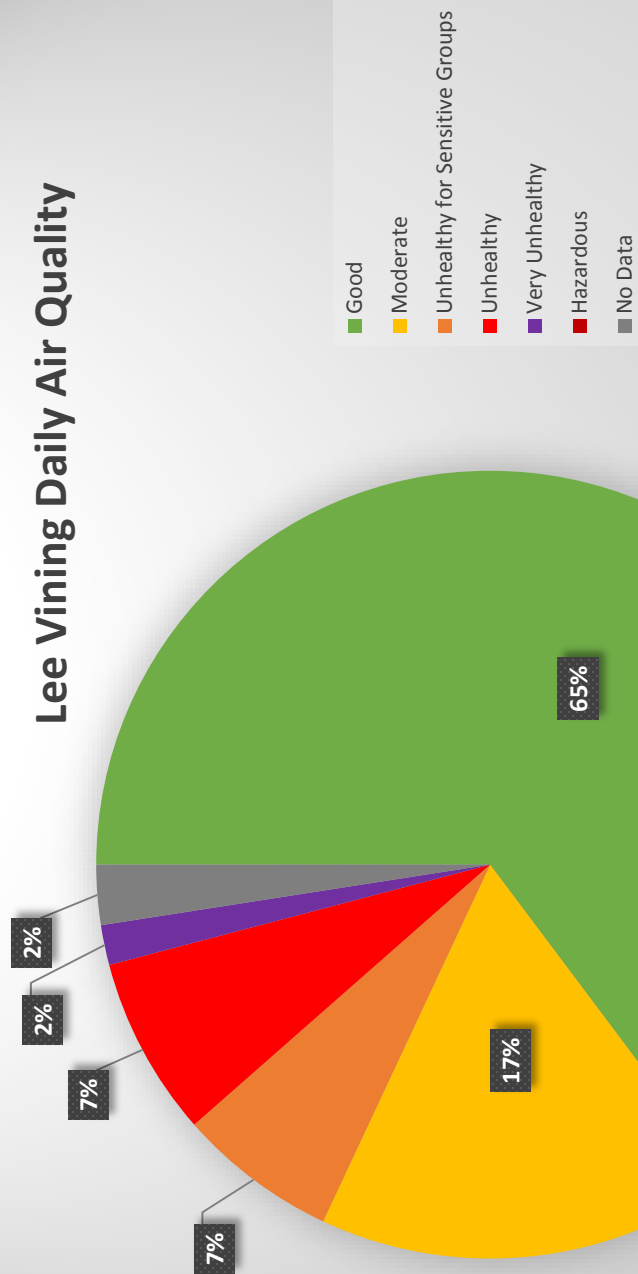
Mono County: June 1 – September 30, 2018



Particulate Matter Data

Mono County: June 1 – September 30, 2018

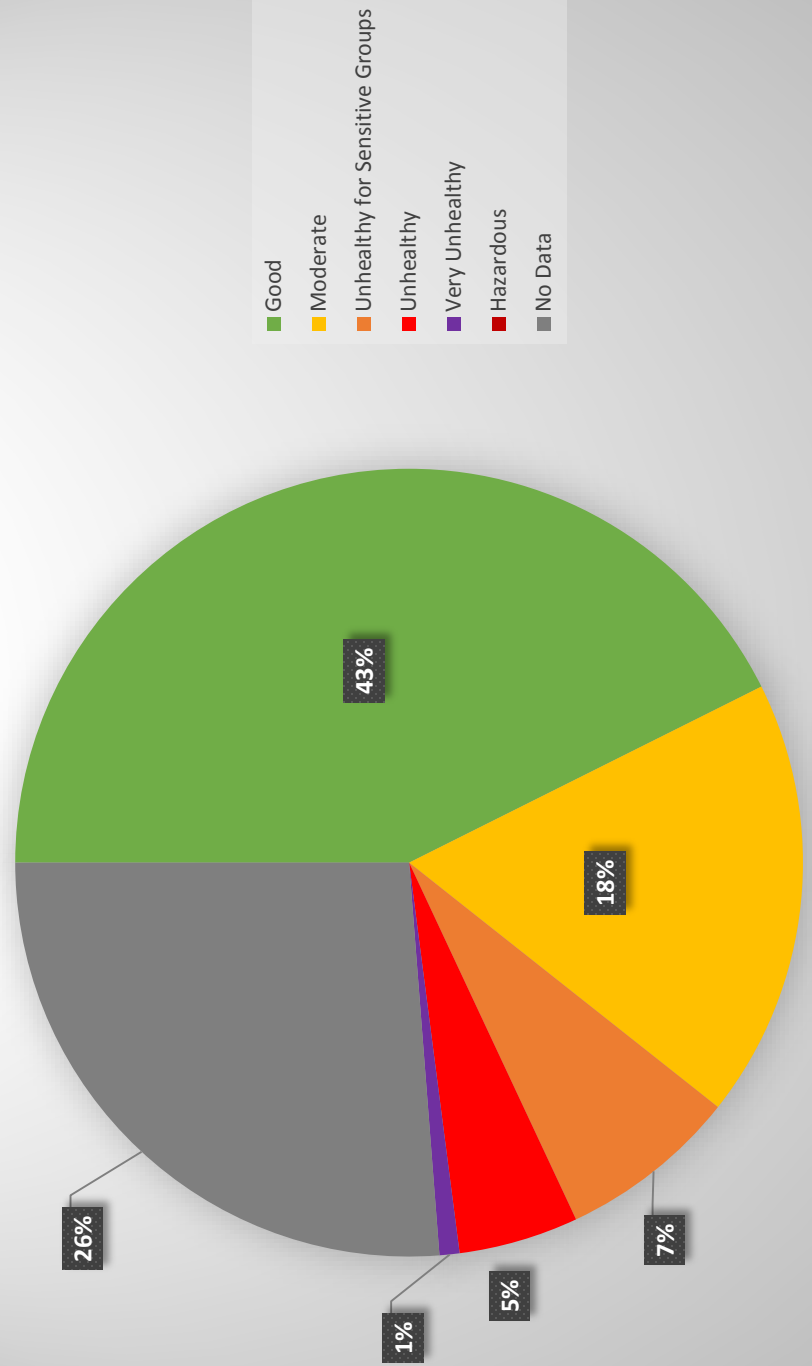
Lee Vining Daily Air Quality



Particulate Matter Data

Mono County: June 1 – September 30, 2018

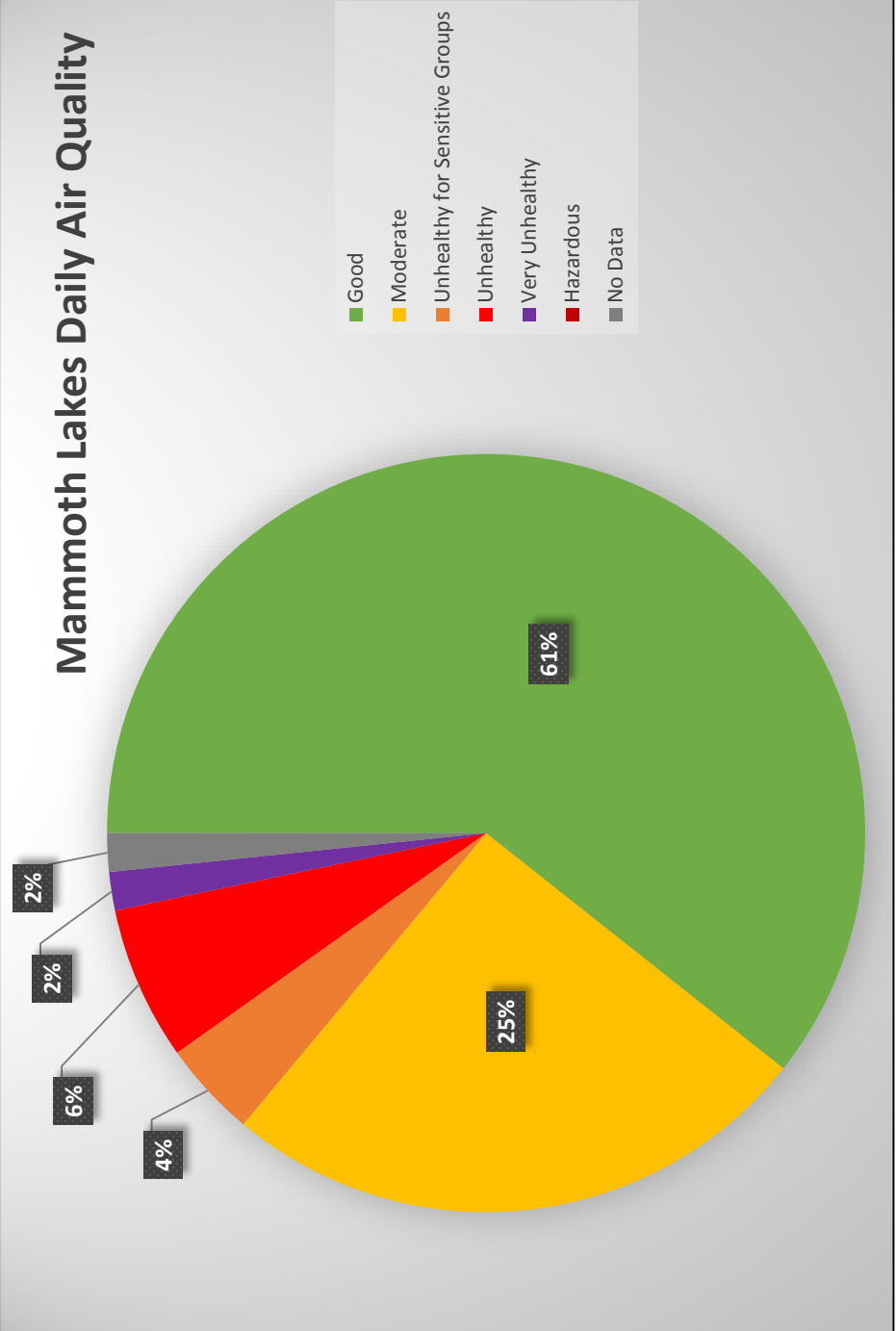
June Lake (EBAM) Daily Air Quality



Particulate Matter Data

Mono County: June 1 – September 30, 2018

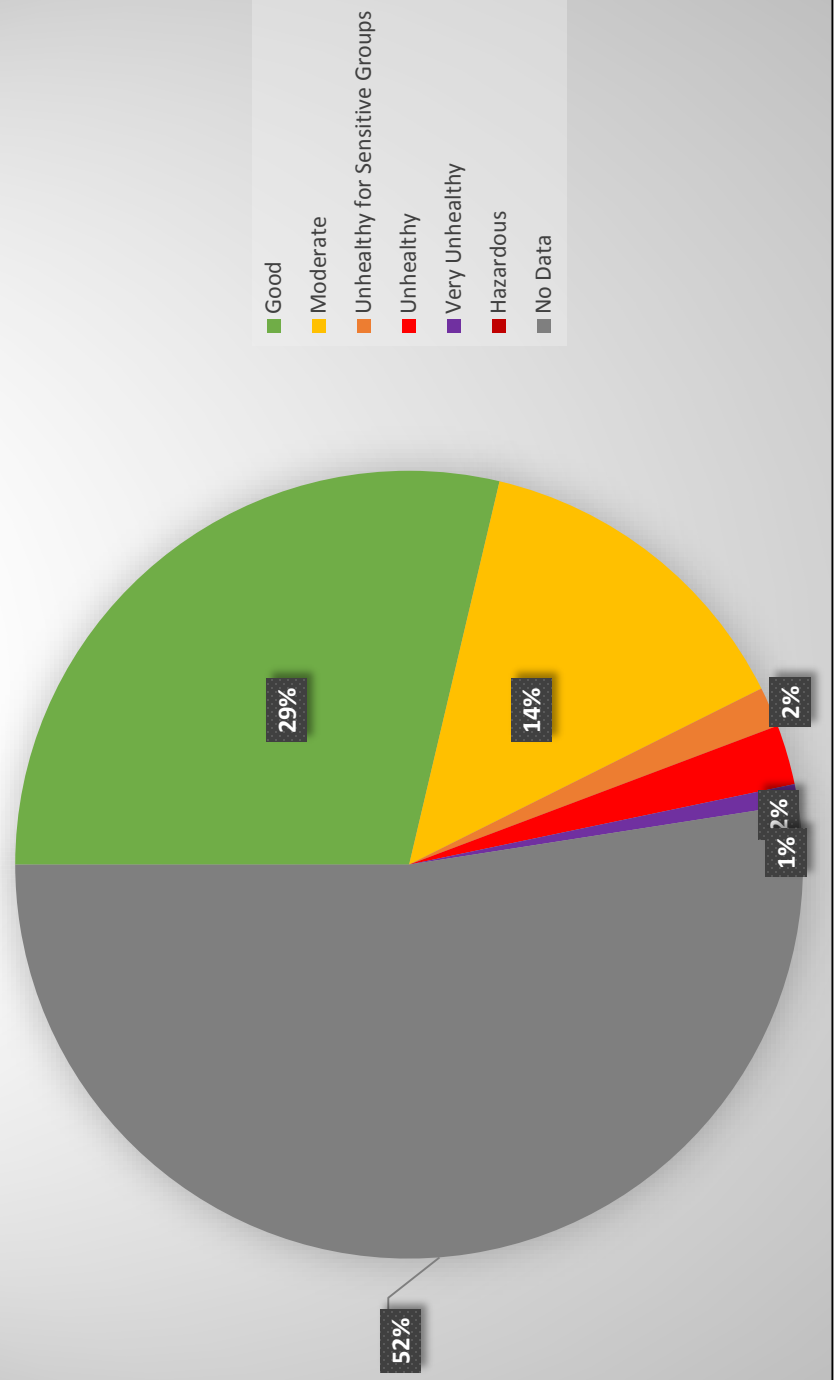
Mammoth Lakes Daily Air Quality



Particulate Matter Data

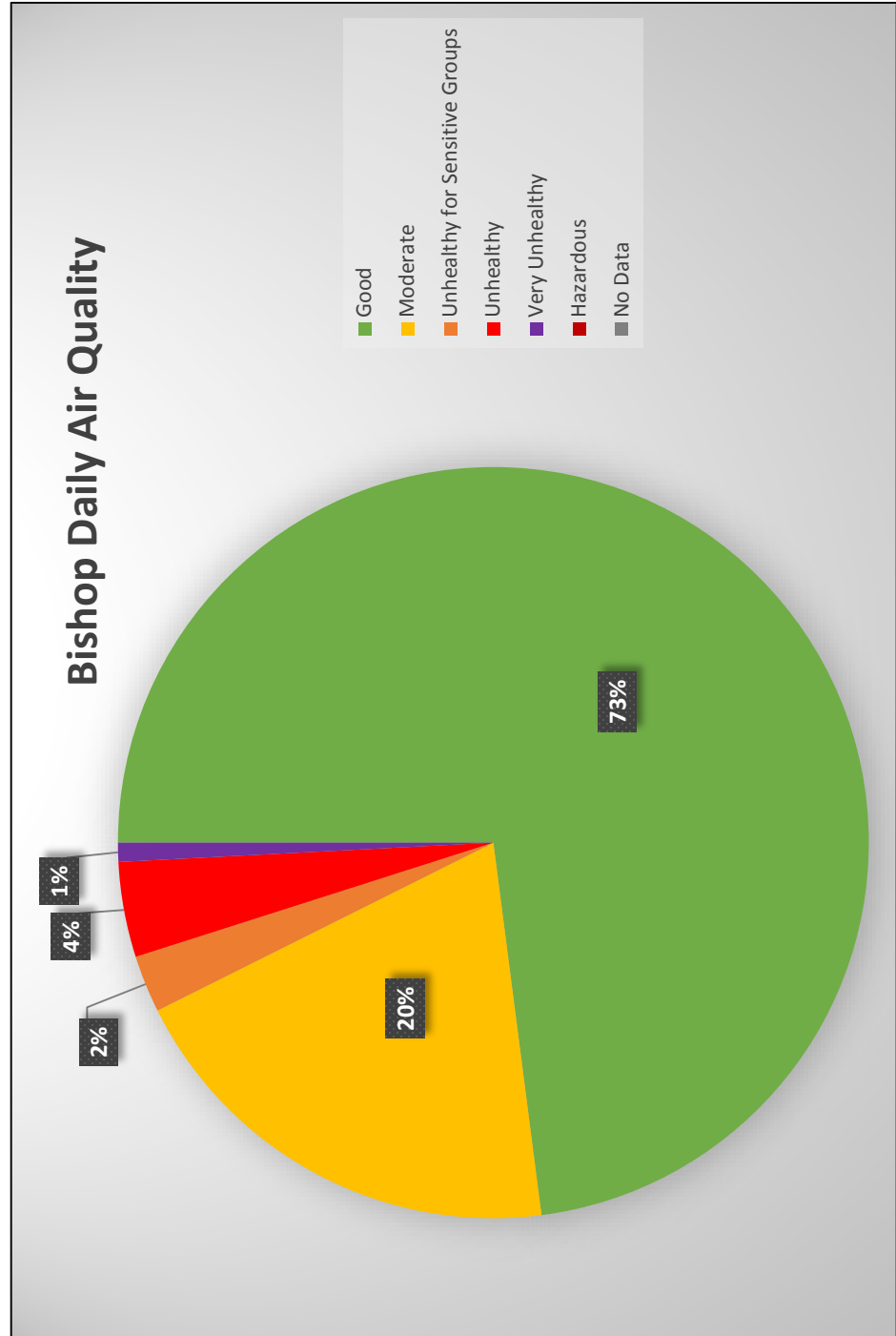
Mono County: June 1 – September 30, 2018

Crowley Lake (EBAM) Daily Air Quality



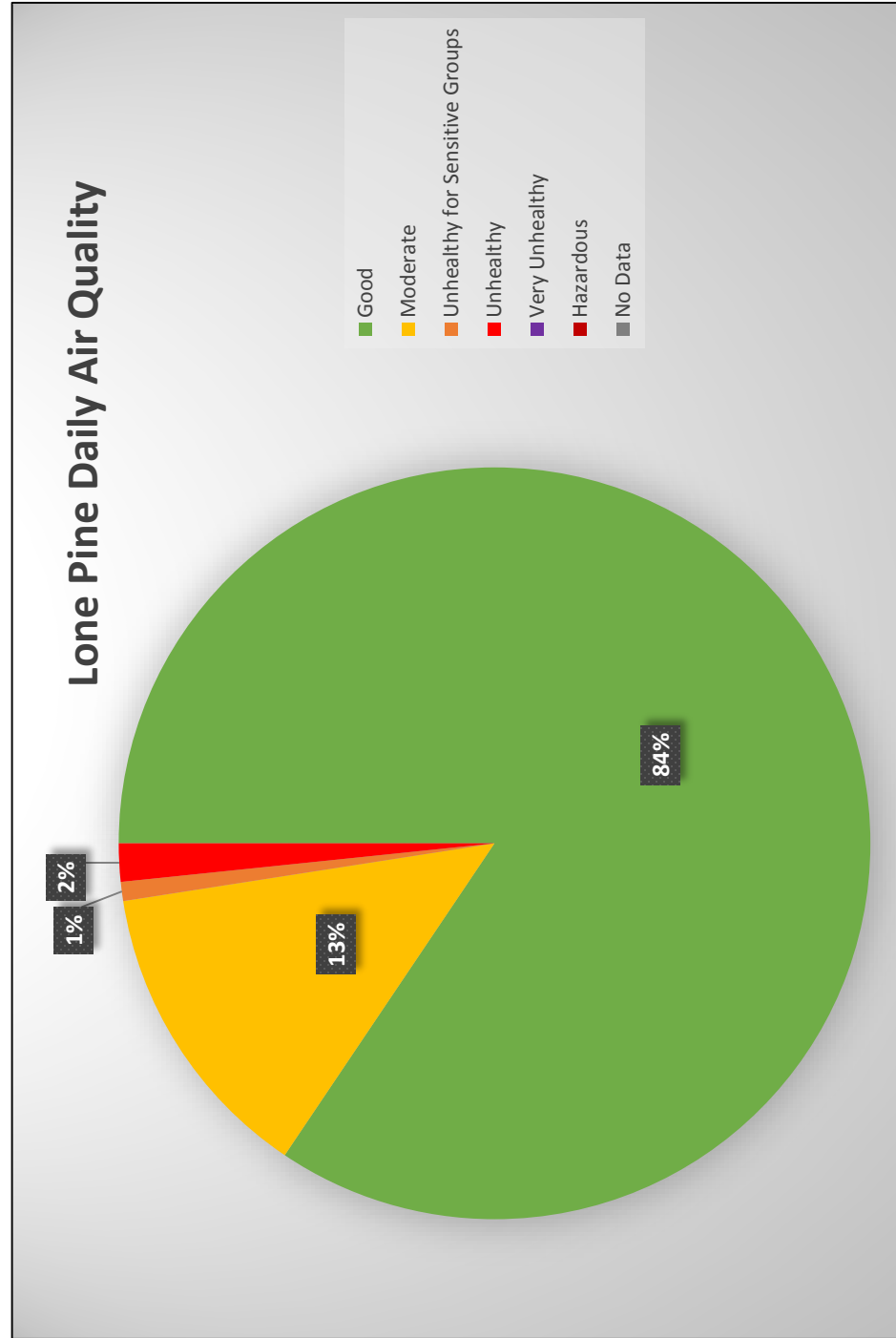
Particulate Matter Data

Inyo County: June 1 – September 30, 2018



Particulate Matter Data

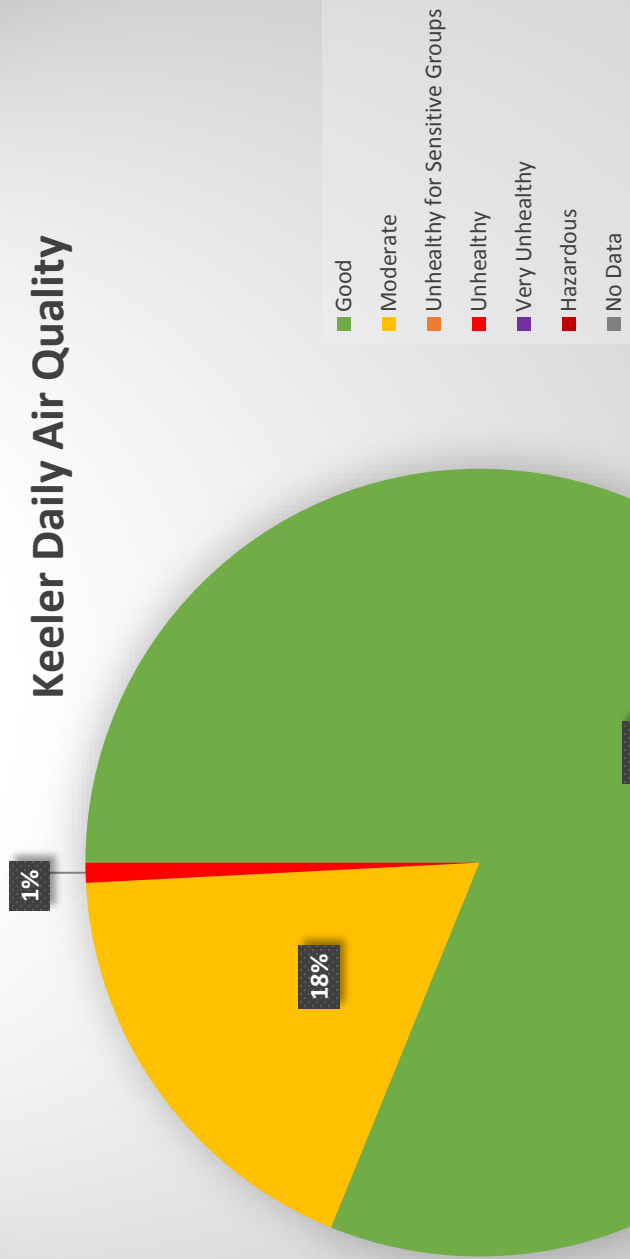
Inyo County: June 1 – September 30, 2018



Particulate Matter Data

Inyo County: June 1 – September 30, 2018

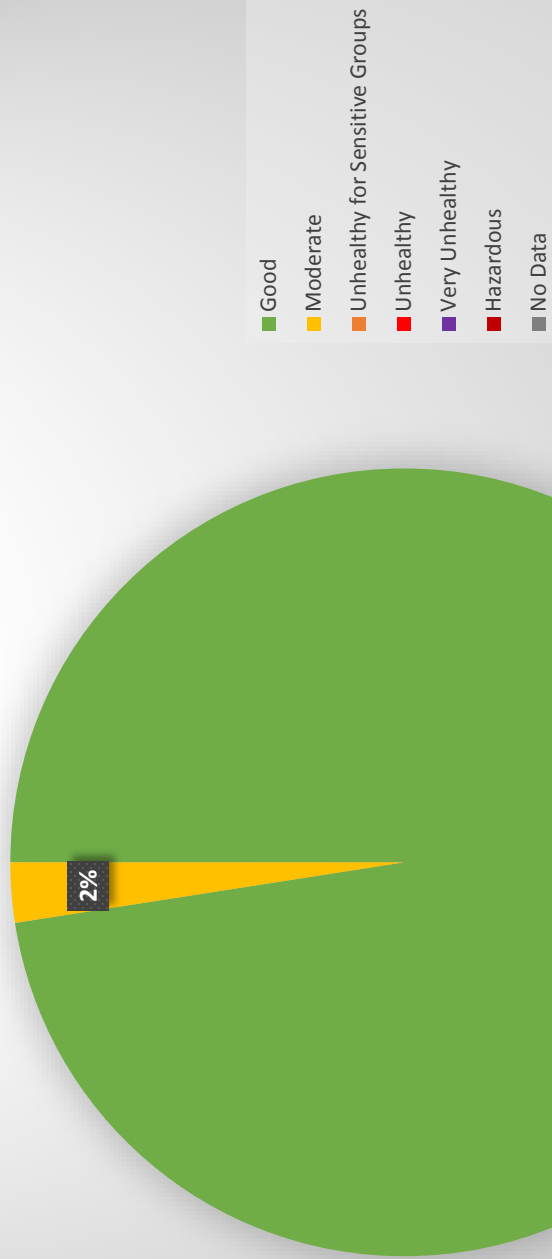
Keeler Daily Air Quality



Particulate Matter Data

Inyo County: June 1 – September 30, 2018

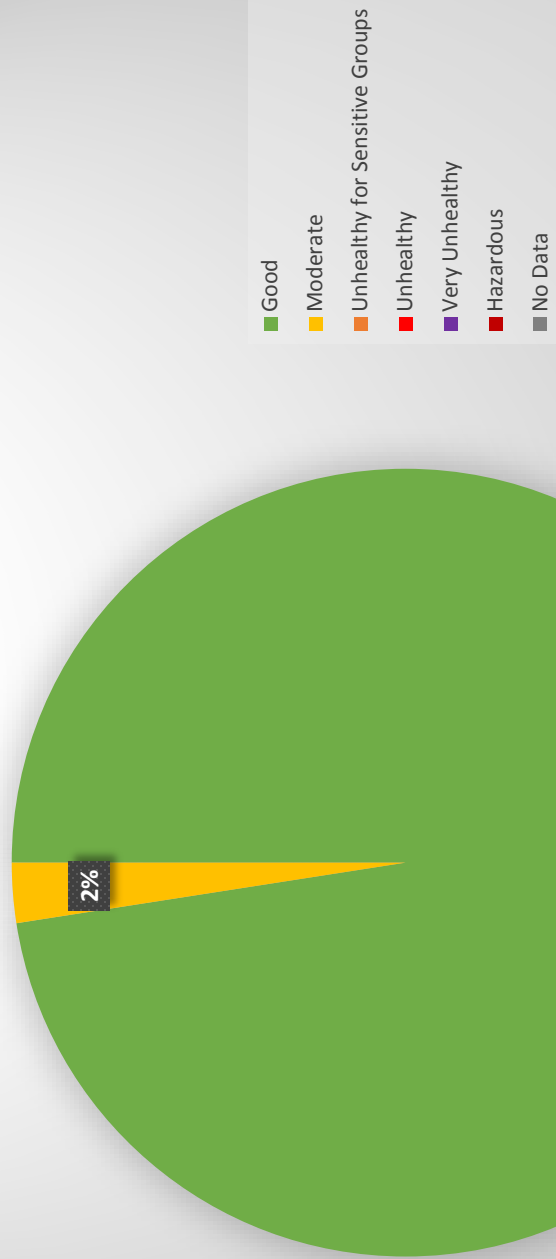
Olancho Daily Air Quality



Particulate Matter Data

Inyo County: June 1 – September 30, 2018

Coso Junction Daily Air Quality

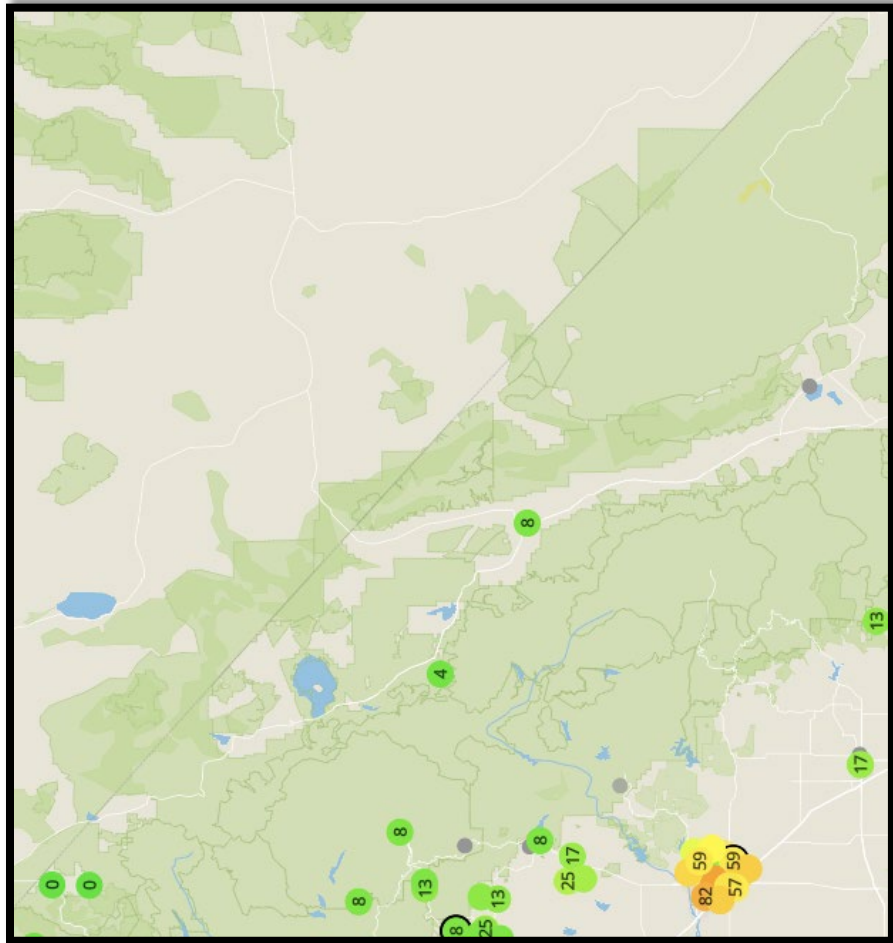


Low Cost Air Quality Sensors

www.purpleair.com/map

▲ The District is preparing to deploy approximately 30 low cost air quality sensors (Purple Air)

▲ The sensors will be deployed in communities to fill in gaps in the permanent monitoring network



New Monitors

New
Projects

▲ The District is in the process of converting community sites to T640x monitors

▲ Complete

▲ Bishop: October 2017

▲ Lee Vining: April 2018

▲ Mammoth Lakes: September 2018

▲ In Progress

▲ Keeler: Expected completion October 2018

▲ Lone Pine: Expected completion November 2018

▲ Planned

▲ Olancha

▲ Coso Junction

▲ The T640x monitors PM10 and PM2.5 simultaneously



Smoke Events (w/ monitored impacts)					Health Advisory	Date	Woodfords		Coleville	Bridgeport	Lee Vining		June Lake	Mammoth		Crowley Lake	Bishop		Lone Pine		Keeler		Olancho	Coso Junction
							PM2.5*				PM10	PM2.5		PM10	PM2.5*		PM10	PM2.5	PM10	PM2.5*	PM10	PM2.5		
Lions Fire - 13, 347 acres						6/1/18					12	4		3			24	5	15	6	16	6	16	23
						6/2/18					12	4		6			27	5	13	6	12	4	13	17
						6/3/18					14	5		8			23	5	17		15	7	16	18
						6/4/18					11	3		7			25	6	26		18	8	22	24
						6/5/18					11	4		9			26	5	22	7	23	9	24	29
						6/6/18					16	5		14			31	7	26	6	13	6	23	26
						6/7/18					17	6		15			28	7	24	8	19	9	26	30
						6/8/18					18	7		17			31	8	24	10	20	12	24	29
						6/9/18								21			41	6	22	8	40	13	31	33
						6/10/18								4			31	4	19	6	24	8	19	22
						6/11/18								13			30	5	24	5	22	7	25	28
						6/12/18					15	4		10			28	5	23	5	21	7	24	31
						6/13/18					15	4		15	9		29	5	24	6	21	9	25	29
						6/14/18					13	4		16	8		28	6	22	7	18	7	23	27
						6/15/18					16	4		15	7		31	5	22		18	5	21	26
						6/16/18					16	4		18	7		35	5	28	5	20	6	31	29
						6/17/18					15	4		15	5		32	6	28	7	32	7	28	27
						6/18/18					13	4		11	7		18	4	17		16	6	18	21
						6/19/18					12	4		13	8		23	5	15		14	5	17	20
						6/20/18					12	4		15	9		23	4	16		14	5	16	19
						6/21/18					8	2		3	5		20	3	11	4	11	3	12	15
						6/22/18					10	3		12	13		23	4	15	5	13	5	16	19
						6/23/18					13	4		30	25		29	5	18	6	18	6	20	23
						6/24/18					21	9		51	25		29	11	18	6	17	6	18	25
					2:M, 1:I	6/25/18					45	26		145	97		75	44	30	13	25	10	30	35
					2:M, 1:I	6/26/18					66	43		117	62	73	56	27	23	9	23	10	26	32
						6/27/18					25	11		35	23	24	45	13	25	9	24	11	27	36
						6/28/18					14	4		30	14	9	27	6	16	6	18	7	17	25
						6/29/18					13	4		23	17	7	28	5	21		20	8	21	25
						6/30/18					12	3		25	17	7	24	4	15	5	14	5	15	22
Georges Fire - 2,883 acres Ferguson						7/1/18					15	5		17	13	6	26	7	16	6	16	7	15	20
						7/2/18					18	6		23	13	12	34	8	25	9	22	10	23	26
						7/3/18					44	24	22	36	22	25	44	16	27	10	26	14	31	32
						7/4/18					26	11	11	24	13	14	56	14	31	12	22	12	30	32
						7/5/18					10	3	5	10	11	7	28	7	16	7	14	6	17	19
						7/6/18					10	3	4	8	9	7	23	5	18	7	18	7	18	22
						7/7/18					20	5	7	22	8	7	37	8	25	9	26	10	30	36
					1:I	7/8/18					25	6	7	21		8	42	9	30	13	36	15	32	37
						7/9/18					12	4	5	9		6	31	7	24	10	25	11	25	31
					1:I	7/10/18					16	4	6	20		9	87	12	58	16	57	15	61	61
						7/11/18					39	8	11	44		9	35	8	27	11	27	9	39	41
						7/12/18					18	6	6			8	26	8	24		21	7	26	37
						7/13/18					14	6	5	13		7	15	7	12		8	5	10	16
						7/14/18					14	6	7	11		9	18	7	12	6	13	9	15	22
					1:M	7/15/18					57	35	9	11	13	9	22	7	19	7	19	9	21	27

Smoke Events (w/ monitored impacts)										Health Advisory		Date	Woodfords	Coleville	Bridgeport	Lee Vining		June Lake	Mammoth		Crowley Lake	Bishop		Lone Pine		Keeler		Olancha	Coso Junction
													PM2.5*	PM2.5*	PM2.5	PM10	PM2.5	PM2.5	PM10	PM2.5*	PM2.5(*)	PM10	PM2.5	PM10	PM2.5*	PM10	PM2.5	PM10	PM2.5
Lions Fire - 13, 347 acres	Georges				1:M	7/16/18						56	33	17	19	22	14	25	10	21	9	21	10	22	26				
					1:M	7/17/18						72	44	22	27	29	15	29	12	21	10	20	10	22	29				
						7/18/18						81	49	37	51	41		42	17	25	11	25	13	31	32				
						7/19/18				30	62	34	14	25	27			31	10	23	10	25	11	26	30				
						7/20/18				16	26	14	12	14	24			26	7	25	9	39	12	31	37				
						7/21/18				19	37	24	14	20	26			24	10	16	8	17	9	15	21				
						7/22/18				21	36	23	12	8	13			26	9	15	7	18	6	19	24				
						7/23/18				9	16	9	8	8	14			18	7	13	7	12	5	12	16				
					1:M	7/24/18				15	48	30	17	19	26			23	9	14	7	14	8	13	19				
					1:M	7/25/18				26	42	26	21	46	42			34	17	21	12	20	11	18	21				
						7/26/18				7	21	11	8	14	19			29	13	17	10	20	11	18	20				
					1:M	7/27/18				18	70	45	45		58			48	25	21	11	20	12	20	24				
					1:M	7/28/18				33	154	99	57		67			102	65	50	33	36	25	38	36				
					1:M	7/29/18				57	136	86	63		85			100	63	49	34	36	29	42	40				
					1:M	7/30/18				52	104	66	49		39			82	48	36	23	26	21	34	36				
					2:M	7/31/18				37	79	50	46	152	98			58	30	34	18	26	17	31	36				
					1:M	8/1/18				31	68	45	88	72	53			42	23	30	18	34	23	28	34				
					2:IM	8/2/18	17			71	230	144	165	298	222			112	76	24	15	19	15	23	27				
					2:IM	8/3/18	45			34	302	195	144	262	208	154		353	248	103	70	42	34	43	32				
					2:IM	8/4/18	33			19	158	107	84	181	134	88		211	144	97	74	79	83	82	71				
					1:M	8/5/18	29			119	226	155	31	30	32	33		51	34	30	21	32	25	16	17				
					2:A, 1:IM	8/6/18	179			80	178	117	58	85	71	74		135	93	58	44	39	35	55	56				
						8/7/18	56	99		40	84	51	28	69	48	37		68	40	32	22	31	25	33	40				
					2:AM	8/8/18	76	185		55	102	63	36	47	34	49		56	31	26	15	23	14	29	32				
					2:AM	8/9/18	144	138		46	101	63	41	61	35	33		55	28	29	14	25	16	33	35				
					1:M	8/10/18	11	54		79	74	47	15	50	30	26		48	22	40	16	35	20	40	46				
					1:M	8/11/18	31	107		73	109	72	26	41	33	22		54	24	42	20	43	25	43	46				
					1:M	8/12/18	22	58		29	46	27	21	33	19	22		62	24	43	16	56	21	39	41				
						8/13/18	31	44		24	36	22	17	33	14	19		42	19	28	11	28	16	29	32				
						8/14/18	32	32		21	28	16	12	22	12	11		27	10	19	8	18	8	21	26				
						8/15/18	10	29		7	23	11	22	20	7	12		23	8	16	8	18	8	21	28				
						8/16/18	25	32		10	28	14	28	26	13	18		32	11	23	11	31	10	30	40				
						8/17/18	6	22		9	33	16	28	23	11	21		43	15	28	9	29	10	31	36				
						8/18/18	5	42		11	26	12	23	18	20			57	26	26	11	28	11	28	32				
						8/19/18	14	23		12	37	20	52	6	6			31	11	18	8	17	7	18	23				
						8/20/18	5	47		8	45	25	18	10	8	10		24	7	13	6	13	4	13	38				
					1:M	8/21/18	8	33		10	34	15	36	12	11	17		37	15	16	6	15	4	15	20				
					1:M	8/22/18	17	24		10	38	18	49	13	13	13		39	16	17	8	14	6	15	25				
						8/23/18	9	17		10	36	16	14	11	6	15		40	17	19	8	17	7	23	26				
						8/24/18	5	15		8	24	10	13		5	6		30	9	23	8	23	8	27	28				
						8/25/18	10	17		9	21	10	8		9	10		30	10	24	11	26	12	30	31				
						8/26/18	8	16		9	20	8	9	5	6	11		33	11	24	10	24	13	30	29				
						8/27/18	6	11		8	27	11	8	4	6	8		24	8	19	9	20	10	19	27				
						8/28/18	7	10		11	36	16	13	16	7	12		38	16	24	10	21	9	24	25				
						8/29/18	4	7		8	22	8	7	6	4	8		30	8	18	4	18	6	22	26				
						8/30/18	1	3		4	13	4	4		2	5		20	5	14		13		15	16				
						8/31/18	2	4		6	13	5	3		7	5		25	5	20		15	4	19	25				

Smoke Events (w/ monitored impacts)			Health Advisory	Date	Woodfords	Coleville	Bridgeport	Lee Vining		June Lake	Mammoth		Crowley Lake	Bishop		Lone Pine		Keeler		Olancha	Coso Junction	
					PM2.5*	PM2.5*	PM2.5	PM10	PM2.5	PM2.5	PM10	PM2.5*	PM2.5(*)	PM10	PM2.5	PM10	PM2.5*	PM10	PM2.5	PM10	PM10	
Lions Fire - 13, 347 acres					9/1/18	7	8	9	22	10	7	13	12	8	30	10	17		15	6	18	17
					9/2/18	5	7	8	22	9	7	10	10	8	28	9	19		18	6	20	23
					9/3/18	4	8	9	22	9	7	7	10	10	34	7	26		32	9	25	27
					9/4/18	10	47	8	18	7	5	17	6	7	26	6	22		30	8	28	34
				2:M	9/5/18	24	185	21	20	8	9	15	6	9	20	6	12		12	3	10	15
					9/6/18	5	24	11	28	12	9	15	6	10	24	9	12		11	5	12	15
					9/7/18	2	11	7	24	8	7	13	6	8	23	6	13		12	4	14	19
					9/8/18	1	7	4	17	5	4	1	4	4	22	5	14		17	4	19	21
					9/9/18	0	9	4	12	3	4		5	4	19	4	13		13	4	12	17
					9/10/18	2	8	4	13	4	4		2		21	5	15		17	5	16	20
					9/11/18		4	3	12	4	3				19	5	22		19	6	20	27
					9/12/18		4	2	11	1	2		2		12	2	11		12	3	10	14
					9/13/18		4	3	12	2	3		4		16	2	19		15	2	12	13
					9/14/18		4	3	8	1	2		1		16	2	12		9	2	22	15
					9/15/18		4	4	12	2	4		2		19	3	24	6	10	2	14	17
					9/16/18		4	4	13	3	4		3		21	4	15	5	12	3	15	22
					9/17/18		3	3	14	3	4		4		21	4	12	5	16	2	13	17
					9/18/18		4	3	13	3	3		5		20	4	12	4	14		14	18
					9/19/18		3	4	11	3	3		3		17	3	12	5	14	3	17	22
					9/20/18		5	5	16	5	4		5		19	5	15	6	15	3	15	17
					9/21/18		8	7	23	6	5		6		30	5	21	6	23	5	25	28
					9/22/18		7	6	23	6	4		2		27	5	17		19	5	20	21
					9/23/18		6	4	17	4	4		4		20	4	13		16	7	14	15
					9/24/18		13	5	17	4	4		5		21	5	14		14	3	14	17
					9/25/18		2	4	17	4	3		3		21	4	15		15	3	15	15
					9/26/18		4	4	14	3	3		5		21	4	13		14	3	17	14
					9/27/18		4	6	14	4	4		4		17	3	11		14	3	14	14
					9/28/18		5	8	15	4	6		5		25	4	16	5	14	2	22	23
					9/29/18		9	3	23	3	5		6		33	4	31	8	20	3	22	24
					9/30/18		3	4	9	2	3		3		15	3	17	7	9	2	15	18

Air Quality Index (AQI)

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

Health Advisory Codes:

A: Alpine County

M: Mono County

I: Inyo County

1: Level 1 Health Advisory

2: Level 2 Health Advisory

Other Information:

*: Not GBUAPCD Monitor

Data is preliminary and may not be fully validated



USEFUL WEBSITES FOR SMOKE AND DUST EVENTS

Great Basin Unified Air Pollution Control District Websites

- Community Air Quality Conditions: <https://www.gbuapcd.org>
- All GBUAPCD Air Quality Conditions: <https://www.gbuapcd.org/AirMonitoringData/CurrentConditions>
- Air Quality Cameras: <https://www.gbuapcd.org/cgi-bin/cameraViewer>
- Recommendations for Wildfire Smoke: <https://www.gbuapcd.org/AirMonitoringData/Smoke/smokyConditionsRecs.html>
- Information about Health Advisories: <https://www.gbuapcd.org/AirMonitoringData/HealthAdvisories/>

Other Websites

- 72 hour smoke predictions (US Forest Service's BlueSky Daily Run): <https://haze.airfire.org/websky/v1/run/standard/CANSAC-2km/current/#viewer>
- AirNow Current Fire Conditions: <https://airnow.gov/air-quality-and-health/fires/current-fires>
- California Smoke Information: <http://californiasmokeinfo.blogspot.com/>
- Current Federal Fire Information (InciWeb): <https://inciweb.nwcg.gov/>
- Purple Air Sensor Data: <https://www.purpleair.com/map#7/37.836/-118.16>
- Smoke Monitoring (EBAM monitors): https://tools.airfire.org/monitoring/v4/#/?category=PM2.5_nowcast¢erlat=37.649¢erlon=-118.0371&zoom=7
- Wildland Fire Air Quality Response Program: <https://sites.google.com/firenet.gov/wfaqrp-external/air-resource-advisors/deployments>



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

BOARD REPORT

Mtg. Date: November 1, 2018

To: Governing Board

From: Tori DeHaven, Clerk of the Board

Subject: Travel Report

Summary:

Chris Howard Christine Holt	Sept. 11 – 14	Air Sensors International Conference	Oakland, CA
Susan Cash	Sept. 24	Insurance Administration, Review And Risk Transfer	Sacramento, CA
Susan Cash	Sept. 27	Overview of Public Sector Exposure And Risk Management	Ontario, CA
Kim Mitchell Chris Lanane	Oct. 9 – 11	PQAO Training Curriculum Advisory Committee Meeting	Davis, CA
Susan Cash	Oct. 15	Property & Liability Claims, Safety & Loss Control	Sacramento, CA
Patty Gilpin	Oct. 21 – 25	CalPERS Educational Forum	Indian Wells, CA
Susan Cash	Oct. 21	California Special District Association Preconference E-Records Workshop	Lake Tahoe, CA
Susan Cash	Oct. 22 – 24	California Special District Association Board Secretary/Clerk Conference	Lake Tahoe, CA
Susan Cash	Oct. 25 – 26	California Air Pollution Control Officer's Association Fiscal Managers Fall Meeting	Monterey, CA
Ann Logan	Oct. 29 – 31	California Air Pollution Control Officer's Association 2018 Engineering & Toxics Symposium and Managers Meeting	Folsom, CA

Board Action:

None. Informational only.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

BOARD REPORT

Mtg. Date: November 1, 2018

To: District Governing Board

From: Chris Howard, Senior Research and Systems Analyst
Christine Holt, Air Monitoring Technician

Subject: Air Sensors International Conference Travel Report

Summary:

The University of California Davis Air Quality Research Center organized the first Air Sensors International Conference in Oakland, California September 12-14, 2018. The conference brought together government agencies, researchers, industry members, community scientists and educators to help move that mission forward with air sensor technology. District staff, Chris Howard and Christine Holt, attended. The goal of the conference was to educate air quality managers on the use of and deployment considerations for low-cost air quality sensors.

The District received a grant from the California Air Resources Board to purchase and deploy Purple Air Particulate Matter (PM) sensors throughout Inyo, Mono, and Alpine Counties. The goal for District staff attending the conference was to understand how air sensors respond during ambient air quality issues in the Eastern Sierra, primarily wildfire smoke and windblown dust, and how to interpret the data reported by air sensors especially as it pertains to air quality health impacts and advisories.

The conference was attended by over 500 people comprised by a mix of government, community members, industry, and vendors. There were daily plenary sessions followed by concurrent sessions focused on a variety of topics ranging from Citizen Science, Data Sharing, Regulations and Performance Standards. The largest topic of discussion centered on how low-cost sensors relate to reference method air quality monitors and how the sensor data be used to inform decisions. Since sensors are a relatively new technology, there were many presentations and posters exploring sensor-monitor PM correlations. Most results indicate that sensors generally report PM levels 30% to 100% higher than reference method PM monitors. Notably, the research presented indicate PM sensors do a good job of sensing wildfire smoke (though overestimated), but do not accurately measure windblown dust, presumably because of sheer and the limited air intake of sensors.

Representatives from the Environmental Protection Agency (EPA) recommended the District use sensor data as informational and suggest if the data is incorporated into a health advisory program, to ensure the text of health advisories to note the source. Also, when relying on sensor data for issuing health advisories, the EPA suggested communities use the visibility guidelines in conjunction with the sensor data.

In summary, EPA recommends sensor data should complement, not replace or supersede, regulatory data:

- Sensor data are not to be used for regulatory decisions.
- Sensors are appropriate for personal activity guidance.
- EPA needs to develop sensor quality assurance guidelines.
- EPA will promote data quality and develop tools

The conference allowed for networking with representatives from other air districts implementing sensors. Mojave Desert Air Quality Management District were particularly helpful with sharing their experiences and documentation of their program and installing ten Purple Air sensors in summer 2018.

Attendees at the conference noted the excitement, interest, and energy present. Local districts are already being presented with opportunities and challenges regarding this new paradigm. Although low cost sensors will not replace current regulatory monitoring methods, the new generation of air quality sensors should continue to improve in performance, decrease in cost, and will certainly affect the way the public and regulatory agencies approach air quality monitoring in the future.

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

Mtg. Date: November 1, 2018

To: Governing Board

From: Alex Clayton, Air Monitoring Technical Specialist

Subject: EPA National Ambient Air Monitoring Conference Travel Report

Summary:

The biennial Environmental Protection Agency (EPA) National Ambient Air Monitoring Conference is designed for state, local, and tribal agency staff responsible for ambient air monitoring. Six District employees attended this year's conference August 13-16, 2018 in Portland, Oregon and had the opportunity to learn from national air monitoring experts through technical trainings and workshops. In addition, staff networked with fellow air monitoring professionals from around the country, including staff from the EPA and the California Air Resources Board. The conference was also attended by equipment manufacturers and other vendors, providing face-to-face opportunities to learn about technological advances and new products. Each day, District staff attended multiple concurrent technical workshops, each focusing on a different aspect of air monitoring.

Highlights of the 2018 National Ambient Air Monitoring Conference in Portland, Oregon:

- District staff Christine Holt presented a poster, created with Kim Mitchell, entitled "Air Pollution Episode Plan: Informing the Public of Real-Time Health Impacts". The poster received widespread positive feedback, as well as interest from other air monitoring districts interested in implementing similar programs to notify the public of health impacts during air pollution episodes.
- Significant conference time was dedicated to the emergence and implementation of low-cost air quality sensors (ie. PurpleAir, PlanTower, etc.) and how they relate to Federal Reference and Equivalency Methods.
 - Numerous agencies and contractors gave presentations on testing to reveal the strengths and weaknesses of these sensors. In an informal survey, most conference attendees indicated that their organizations are currently using or exploring using these types of sensors.
 - South Coast Air Quality Management District (Greater Los Angeles area) conducts laboratory testing of low-cost sensors for the measurement of multiple airborne pollutants such as PM2.5, PM10, and ozone. Information on sensor testing results is available on their AQ-Spec website (<http://www.aqmd.gov/aq-spec/sensornews>).

- The main takeaway on this subject seems to be that while low-cost sensors are not suitable for regulatory air quality monitoring purposes and their output can be difficult to interpret, they have an important role to play in community monitoring, outreach, and education. The public's growing demand for real-time air quality information will continue to drive the integration of these low-cost sensors into monitoring networks.
- In the high-cost monitoring category, South Coast is using a van-based proton transfer reaction mass spectrometer (with a \$1,000,000 price tag) to determine whether their emissions inventory adequately captures refinery emissions in the South Coast. They have discovered that their inventory under-estimates emissions by up to a factor of twelve.
- Updates from the EPA
 - Time was provided to network with staff from the EPA Region 9 office, including Gwen Yoshimura, the head of their air monitoring group, and Jennifer Williams, our EPA Region 9 liaison and PM10 specialist.
 - EPA is working to foster better communication with monitoring agencies and to provide more useful tools for the monitoring community, ie. a model Quality Assurance Project Plan (QAPP), updated training on Technical Systems Audits (TSA), data visualization tools, etc.
 - Clint Woods, Deputy Assistant Administrator for the Office of Air and Radiation, made a presentation on his group's strategic plan.
- Other Monitoring and Quality Assurance/Quality Control Topics
 - Tips and tricks were shared from other users of the Teledyne API T640x PM Mass Monitor, of which the District will soon have five in the monitoring network.
 - District acquired a Standard Operating Protocol (SOP) for the Teledyne API T640x which has been developed by Sonoma Technology, Inc. for the EPA.
 - Several sessions provided the opportunity to review the ambient air monitoring quality assurance requirements from the 40 Code of Federal Regulations, Appendix A. This focuses on regulatory requirements, performance evaluation programs, technical systems audits and data quality control.
- Time was provided to network with staff from the California Air Resources Board, including Ranjit Bhullar, the manager of the group responsible for Technical Systems Audits.
- Valuable relationships were begun and renewed with representatives from several of our equipment vendors, including Teledyne API, Thermo Scientific, Campbell Scientific, and Alicat.

Board Action:

None. Informational only.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

BOARD REPORT

Mtg. Date: November 1, 2018

To: District Governing Board

From: Tori DeHaven, Permit Coordinator/Board Clerk

Subject: Permit Enforcement Activity Report

The permit database is maintained by the Permit Coordinator. Information collected from the Air Quality Specialists, Air Pollution Control Officer, and Deputy Air Pollution Control Officer is entered upon receipt. The data and reports are discussed regularly in permit enforcement meetings. Data collected as of September 30, 2018, is as follows:

1st Qtr. Permit Activity: July 1, 2017 – September 30, 2017

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

1st Qtr. Permit Activity: July 1, 2018 – September 30, 2018

Permit Applications Received	3
Authority to Construct Issued	2
Temporary/Permits to Operate Issued	5
Permit Inspections	12
Notices of Violation Issued	3

Open Notices of Violation

Inyo County	Mono County	Alpine County
10	0	0

Board Action:

None. Informational only.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

BOARD REPORT

Mtg. Date: November 1, 2018

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Contracts Signed by the Air Pollution Control Officer

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:

Messner & Hadley – On August 8, 2018, the APCO signed a contract in the amount of \$9,600 for the yearly audit of our financial statements for the fiscal year July 1, 2017 through June 30, 2018.

Board Action:

None. Informational only.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

BOARD REPORT

Mtg. Date: November 1, 2018

To: District Governing Board

From: Patricia Gilpin, Fiscal Services Technician

Subject: FY 2018-2019 1st Quarter Financial Reports

Summary:

Financial summaries for the 1st quarter of the 2018-19 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.

The District received \$225,000 for the Woodsmoke Reduction Pilot Program, all the funds have been encumbered.

Fiscal Impact: None

Board Action:

None, Information only.

Attachments:

1. FY 2018-19 1st Quarter Financial Reports (July 1 – September 30)

Great Basin Unified Air Pollution Control District
District Budget FY 2018-2019
For the 1st Quarter (Ending September 30, 2018)

EXPENSES		1st Quarter	Budget	% of Budget
I	Employee Costs			
	A Employee Wages	71,179.17	340,000.00	20.94%
	B Retirement	17,284.22	54,500.00	31.71%
	C Insurance Benefits	13,693.05	55,000.00	24.90%
	D Taxes	15,181.08	60,500.00	25.09%
	F Worker's Compensation Insurance	2,932.22	3,000.00	97.74%
	Employee Costs	120,269.74	513,000.00	23.44%
II	Operating & Compliance Costs			
	A Advertising - Legal Notices & Ads	768.94	2,200.00	34.95%
	B Dues, Subscriptions Education, Use Tax, Fees, AB2588	1,941.41	6,100.00	31.83%
	C Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.)	5,454.60	15,500.00	35.19%
	D Fuel and Gasoline	440.51	4,000.00	11.01%
	E Health & Safety	-	1,000.00	0.00%
	F Insurance - Liability, Fire & Casualty	9,410.73	9,500.00	99.06%
	G Leases & Rents: Equipment, Office, Site, Storage	6,194.33	23,000.00	26.93%
	H Maintenance & Repairs of Equipment - Labor	275.02	10,000.00	2.75%
	I Maintenance & Repairs of Equipment - Materials	74.13	15,000.00	0.49%
	J Postage and Shipping	91.67	1,000.00	9.17%
	K Professional & Special Services	393.13	8,800.00	4.47%
	L Supplies & Tools (In-Field, Office, General Use)	229.44	2,500.00	9.18%
	M Transportation & Travel	1,158.33	4,900.00	23.64%
	N Utilities	1,610.30	6,400.00	25.16%
	O Public Assistance/Grant Programs	-	6,000.00	0.00%
	Operating & Compliance Costs	28,042.54	115,900.00	24.20%
III	Materials & Equipment			
	A Equipment: Computer, Furniture, General, Office, Scientific, Software (>\$5,000 ea.)	-	27,850.00	0.00%
	B Capital Expenditure Fund: Vehicles & Equipment	-	4,500.00	0.00%
	Materials and Equipment Costs	-	32,350.00	0.00%
	TOTAL EXPENSES (Parts I, II, III)	148,312.28	661,250.00	22.43%
IV	Grant Expenses			
	A EPA 105 Grant (Restricted)	-	71,889.00	0.00%
	B EPA PM2.5 Grant (Restricted)	2,691.87	18,245.00	3.74%
	C AB 617	-	5,618.00	0.00%
	Grants	2,691.87	95,752.00	2.81%
	Total Expenses	\$ 151,004.15	\$ 757,002.00	19.95%

Great Basin Unified Air Pollution Control District
District Budget FY 2018-2019
For the 1st Quarter (Ending September 30, 2018)

REVENUE		1st Quarter	Budget	% of Budget
I	Fees, Permits & Penalties			
A	AB 2588 - Toxic Hot Spots	-	1,500.00	0.00%
B	Conservation Mgmt. Plan/Prescribed Burn Plan	70.00	5,000.00	1.40%
C	Geothermal	-	310,000.00	0.00%
D	Hearing Board	-	-	0.00%
E	Initial Permit Fees (FF, ATC, Mods)	12,756.00	30,000.00	42.52%
D	Penalties & Late Fees	987,478.00	12,000.00	8228.98%
G	Sources (Asbestos, Diesel, Fuel, Electric, PERP)	22,473.00	115,000.00	19.54%
H	Service Station Vapor Recovery	1,758.00	15,000.00	11.72%
	Fees, Permits & Penalties	1,024,535.00	488,500.00	209.73%
II	Other Revenue			
A	Air Monitoring Audits	-	-	-
B	Interest	-	2,000.00	0.00%
C	Per Capita Fee	-	-	-
D	Sales, Services, Fees, Rebates & Refunds	80.73	7,250.00	1.11%
E	State Subvention (3 counties)	-	138,500.00	0.00%
F	Town of Mammoth Lakes (Air Monitoring)	-	25,000.00	0.00%
G	From Capital Asset Reserves: E&M	-	-	0.00%
	Other Revenue	80.73	172,750.00	0.05%
	Total Permits, Fees & Other Revenue	1,024,615.73	661,250.00	154.95%
III	Grant Funds (Restricted)			
A	EPA 105 Grant (Restricted)	-	71,889.00	0.00%
B	EPA PM2.5 Grant (Restricted)	22,245.00	18,245.00	121.92%
C	AB 617	-	5,618.00	-
	Total Grants	22,245.00	95,752.00	23.23%
	TOTAL REVENUE (w/ Grants)	\$ 1,046,860.73	\$ 757,002.00	138.29%

Reconcile to Inyo County Treasury as of 9/30/2018

District General Fund Reserves	\$ 1,141,358.43
Capital Asset Accrual Reserves	\$ 92,365.64
Spendable/Available Cash	\$ 920,367.98
CEQA Lead Agency Litigation Funds ⁽¹⁾	\$ 41,174.42
103 Grant Funds (PM2.5)	\$ 39,352.92
105 Grant Funds	\$ 23,766.63
	\$ 2,258,386.02

Balance, IC Auditor Report 9/30/2018	\$ 2,258,843.51
IC Auditor to correct, should be SB 270	\$ (457.49)
	\$ 2,258,386.02

Checking account balance as of 9/30/2018=\$6,634.81

¹ ORMAT Litigation Funds

Great Basin Unified Air Pollution Control District
SB 270 Budget FY 2018-2019
For the 1st Quarter (Ending September 30, 2018)

EXPENSES		1st Quarter	Budget	Adjusted Budget	% of Budget
I	Employee Costs				
A	Employee Wages	350,652.50	1,715,500.00	1,715,500.00	20.44%
B	Retirement	156,276.30	337,000.00	337,000.00	46.37%
C	Insurance Benefits	93,605.57	397,000.00	397,000.00	23.58%
D	Taxes	74,457.12	301,500.00	301,500.00	24.70%
E	Worker's Compensation Insurance	16,615.96	13,500.00	13,500.00	123.08%
	Employee Costs	691,607.45	2,764,500.00	2,764,500.00	25.02%
II	Operating & Compliance				
A	Advertising - Legal Notices & Ads	383.49	4,500.00	4,500.00	8.52%
B	Dues, Subscriptions, Education, Use Tax & Fees	10,453.11	33,000.00	33,000.00	31.68%
C	Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.)	27,727.06	112,000.00	112,000.00	24.76%
D	Fuel and Gasoline	5,279.56	25,000.00	25,000.00	21.12%
E	Health & Safety	-	5,000.00	5,000.00	0.00%
F	Insurance - Liability, Fire & Casualty	53,335.49	52,000.00	52,000.00	102.57%
G	Leases & Rents: Equipment, Office, Site, Storage	30,206.85	112,000.00	112,000.00	26.97%
H	Maintenance & Repairs of Equipment - Labor	2,853.02	50,500.00	50,500.00	5.65%
I	Maintenance & Repairs of Equipment - Materials	41,327.83	175,000.00	175,000.00	23.62%
J	Postage and Shipping	768.82	2,000.00	2,000.00	38.44%
K	Professional & Special Services	48,199.88	1,184,000.00	1,316,725.00	3.66%
L	Supplies and Tools (In-field, Office, General Use)	3,832.87	22,500.00	22,500.00	17.03%
M	Transportation & Travel	13,141.21	28,000.00	28,000.00	46.93%
N	Utilities	13,992.93	67,500.00	67,500.00	20.73%
O	Control Measure Testing	-	200,000.00	200,000.00	0.00%
P	Public Outreach & Education	-	10,000.00	10,000.00	0.00%
	Operating & Compliance Costs	251,502.12	2,083,000.00	2,215,725.00	11.35%
III	Materials & Equipment				
A	Equipment: Computer, Furniture, General, Office, Scientific, Software (>\$5,000 ea.)	14,819.85	230,500.00	230,500.00	6.43%
B	Vehicles & ATVs	-	40,500.00	40,500.00	0.00%
	Materials & Equipment Costs	14,819.85	271,000.00	271,000.00	5.47%
	Expenses Total (Parts I, II, III)	\$ 957,929.42	\$ 5,118,500.00	\$ 5,251,225.00	18.24%
IV	Owens Lake Scientific Advisory Panel				
A	2014 Stipulated Judgment (Paragraph 12.G)	\$ -	\$ -	\$ 750,000.00	-
	FY 2017-2018 SB 270 Fee	\$ 957,929.42	\$ 5,118,500.00	\$ 6,001,225.00	15.96%

Great Basin Unified Air Pollution Control District
SB 270 Budget FY 2018-2019
For the 1st Quarter (Ending September 30, 2018)

REVENUE		1st Quarter	Budget	Adjusted Budget	% of Budget
I	Fees, Permits & Penalties	\$ 5,118,500.00	\$ 5,118,500.00	\$ 5,118,500.00	100.00%
	Reserve Policy Credit	\$ -	\$ -	\$ -	-
Total SB 270 Fee Assessment		\$ 5,118,500.00	\$ 5,118,500.00	\$ 5,118,500.00	100.00%
II	Other Revenue				
	FY17-18 Carry-overs	132,725.00	-	132,725.00	-
	Carry-over: Owens Lake Scientific Advisory Panel	750,000.00	-	750,000.00	-
	From Asset Reserve:	-	-	-	-
	Interest	-	-	-	-
	Sales, Services, Rebates, Refunds	457.49	-	-	-
		883,182.49	-	882,725.00	100.05%
TOTAL REVENUE		\$ 6,001,682.49	\$ 5,118,500.00	\$ 6,001,225.00	100.01%

Reconcile to Inyo County Treasury as of 9/30/2018

SB 270 General Fund Reserves	\$ 2,262,417.46
Capital Asset Accrual Reserves	\$ 184,200.94
Spendable/Available Cash	\$ 5,082,163.82
	<u>\$ 7,528,782.22</u>

Balance, IC Auditor Report 9/30/2018	\$ 7,528,324.73
IC Auditor to correct, inadvertently posted to District	\$ 457.49
	<u>\$ 7,528,782.22</u>

Checking account balance as of 9/30/2018=\$18,988.42

Great Basin Unified Air Pollution Control District
Owens Lake Trust Fund FY 2018-2019
For the 1st Quarter (Ending September 30, 2018)

Beginning Cash Balance 7/1/2018	1,068,887.93
June 30, 2018 Interest-earned Inyo County	<u>3,314.90</u>
	1,072,202.83

Expenses

Professional Services -

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

Reconcile to Inyo County Treasury 9/30/2018 \$ 1,072,202.83

Balance: IC Auditors Report as of 9/30/2018 \$ 1,072,202.83

Great Basin Unified Air Pollution Control District
Clean Air Projects Program FY 2018-2019
For the 1st Quarter (Ending September 30, 2018)

Beginning Cash Balance 7/1/2018	779,521.44
June 30, 2018 Interest-earned Inyo County	<u>2,417.50</u>
	781,938.94

Expenses

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

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

Reconcile to Inyo County Treasury as of 9/30/2018	<u>\$ 781,938.94</u>
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Balance: Inyo County Auditors as of 9/30/2018	<u>\$ 781,938.94</u>
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Great Basin Unified Air Pollution Control District
Keeler Dunes Dust Control Projects FY 2018-2019
For the 1st Quarter (Ending September 30, 2018)

Beginning Cash Balance 7/1/2018	1,272,368.77
June 30, 2018 Interest-earned Inyo County	4,156.94
Checking account balance at year-end	4,487.90
	<u>1,281,013.61</u>

Expenses

Paid year-end invoices FY17-18 accruals	78,399.61
Employee Costs	13,994.78
General Expenses	2,120.20
Jimmy Myers payment	(20,000.00)
Projects	37,547.00
Administration	318.00
	<u>112,379.59</u>

<i>Checking account balance</i>	1,103.09
	<u>113,482.68</u>

Reconcile to Inyo County Treasury 9/30/2018	<u><u>\$ 1,167,530.93</u></u>
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Balance: Inyo County Auditors as of 9/30/2018	<u><u>\$ 1,167,530.93</u></u>
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GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

BOARD REPORT

Mtg. Date: November 1, 2018
To: District Governing Board
From: Susan Cash, Administrative Projects Manager
Subject: Fiscal Year 2018 – 2019 State Subvention Funding application

Summary:

At the September Board meeting, permission was granted to the Air Pollution Control Officer sign and submit the State Subvention Application to the California Air Resources Board. The District submitted and completed the subvention application to California Air Resources Board on September 26, 2018.

The completed application is attached for informational purposes.

Board Action:

None. Information only.

Attachment:

1. Fiscal Year 2018 – 2019 Subvention Application



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

September 26, 2018

Air Resources Board
P.O. Box 1436
Sacramento, CA 95812-1436

Attention: Research & Process Control Unit

Attached, please find the completed subvention application for Great Basin Unified Air Pollution Control District for the 2018-2019 fiscal year. Our Board approved budget for the fiscal year 2018-2019 and our 2017-2018 year-end financial reports are included as per instructions.

Authorization for the Air Pollution Control Officer, Phillip L. Kiddoo, to sign and submit this application was approved by the District's Governing Board on September 6, 2018 (Board Order 180906-04c).

Sincerely,

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

Cc: Patricia Gilpin, Fiscal Services Technician



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

B/O #180906-04a

September 6, 2018

I HEREBY CERTIFY that at a regular meeting of the Great Basin Unified Air Pollution Control District Governing Board held in Mono County Board of Supervisors Chamber (2nd Floor), Mono County Courthouse, Main Street (Highway 395), Bridgeport, California 93517 on September 6, 2018 an order was duly made and entered as follows:

AGENDA ITEM #4: CONSENT ITEMS A, C AND D AS FOLLOWS:

A motion was made by Totheroh and seconded by Kingsley adopting consent items a, c and d as follows:

- a. Approval of the May 10, 2018 Regular Governing Board Meeting Minutes
(with corrections made to Board Chair Griffith's Board Member Report as clarified on 9/6/2018, see attached)
- c. Authorize APCO to Sign and Submit Application for Subvention Funds
- d. Award Bid and Authorization the Purchase of One (1) New High-Clearance 4-Door 4-Wheel Drive Sport Utility Vehicle for \$36,415.32

Ayes: Board Members – Kingsley, Stump, Griffith, Totheroh

Noes: Ø

Abstain: Board Alternate - Rakow

Absent: Board Members – Wentworth, Corless, Hames

Motion carried 4/0 and so ordered.

ATTEST



Tori DeHaven, Clerk of the Board

Air Resources Board

Subvention Program

Form

SP-1

2018/2019 Subvention Application

APPLICANT DISTRICT:

District Name: Great Basin Unified Air Pollution Control District
 Street Address: 157 Short Street
 City: Bishop
 Contact Person: Susan Cash

Zip: 93514
 Phone: 760-872-8211

Type of Subvention: Coordinated ☐ Special ☐
 Rural ☒ Non-Rural ☐

Expenditures

1	Salaries and Benefits	3,345,164.00
2	Operating Expenses	2,265,400.00
3	Fixed Assets	303,350.00
4	Total Expenditures (Total of Lines 1 thru 3)	5,913,914.00

Revenue (Local Matching Funds)

5	County Contributions	
6	Fees	501,500.00
7	Fines	12,000.00
8	Interest Earned	2,000.00
9	Other (Non-Grants): (Specify) - Rebates, refunds, services, sales	7,250.00
10	Total Local Matching Funds (Total of lines 5 thru 9)	522,750.00

State Subvention Funds

11	State Subvention Funds (Refer to Subvention Funds Worksheet Form SP-2)	103,200.00
12	State Supplemental Funds (Refer to Supplemental Funds Request form SP-3)	35,305.00
13	Total State Subvention Funds (Total of lines 11 thru 12)	138,505.00

Local Non-Matching Funds

14	ARB Contracts	
15	Federal Grants/Contract	
16	Other: (Specify) EPA 103 & 105, AB 617, Keeler Dunes, SB270	5,348,416.00
17	Total Local Non-Matching Funds (add lines 14 thru 16)	5,348,416.00
18	Total Subvention Program Revenue (Total of Lines 10 & 13)	661,255.00


FEE SYSTEM CERTIFICATION: The district has a fee system in place as required by Health and Safety Code Section 39802

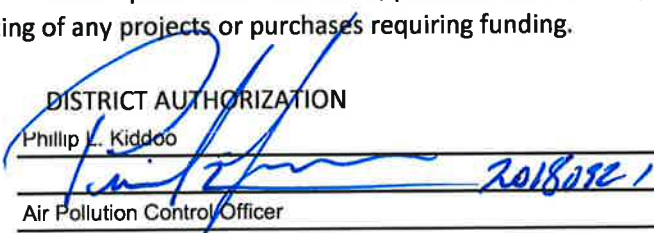
Yes ☒ No ☐

I certify under penalty of perjury that to the best of my knowledge and belief, data in this application are true and correct. The document has been duly approved and authorized by the governing board of the applicant and the applicant will maintain a program in compliance with Title 17, Subchapter 3, Sections 90050 to 90500 of the California Code of Regulations.

I hereby certify under penalty of perjury that the receipt of these funds shall not result in the reduction of fees paid by permittees to the district and understand that any unspent or unencumbered state subvention funds must be returned to the Air Resources Board upon request pursuant to California Code of Regulations §903060(d) and shall revert to the State General Fund.

DISTRICT AUTHORIZATION

Print (Name) Phillip L. Kiddeo
 Signature: 
 Title: Air Pollution Control Officer
 Date: 09/26/2018

Air Resources Board		Form
Subvention Program		SP-2
2018/2019 Subvention Funds Worksheet		
APPLICANT DISTRICT:		
District Name:	<u>Great Basin Unified Air Pollution Control District</u>	
Street Address:	<u>157 Short Street</u>	
City:	<u>Bishop</u>	Zip: <u>93514</u>
Contact Person:	<u>Susan Cash</u>	Phone: <u>760-872-8211</u>
COORDINATED BASE SUBVENTION		
<u>Non-Rural</u>		
It is estimated that the per capita rate will be \$0.23 if the appropriate match (one to one) is provided		
 <u>Rural</u>		
It is estimated that the per-capita rate will be \$0.23 but not less than \$34,400 if the appropriate match (one to one) is provided and a fee system is in place.		
A. Coordinated Base Subvention:		
(Enter) District Population -	<u>33,531</u> X 0.23	<u>7,712.13</u>
OR		
B. Enter - \$34,400 (rural districts)		<u>103,200.00</u>
C. Enter the greater amount (Between A & B)		<u>103,200.00</u>
3. SUPPLEMENTAL SUBVENTION		
Supplemental subvention funds will be limited in total by the amount requested by the district on the Supplemental Funds Request form. Therefore, please be sure the Supplemental Funds Form SP-3 is a complete listing of any projects or purchases requiring funding.		
DISTRICT AUTHORIZATION		
Print (Name)	<u>Phillip L. Kiddoo</u>	
Signature:		
Title:	<u>Air Pollution Control Officer</u>	
Date:	<u>09/26/2018</u>	

Air Resources Board

Form

Subvention Program

SP-3

2018 / 2019 Supplemental Funds Request

APPLICANT DISTRICT:

District Name: Great Basin Unified Air Pollution Control District

Street Address: 157 Short Street

City: Bishop

Zip: 93514

Contact Person: Susan Cash

Phone 760-872-8211

Proposed use of Supplemental Funds for Subvention Year: 2018/2019

Item / Activity	Time Frame for Purchasing or Completing Activity	Amount
Staff Salary	FY 18-19	35,305.00
Total Supplemental Funds Requested		35,305.00

I certify under penalty of perjury that to the best of my knowledge and belief, data in this application are true and correct.

District Authorization

09/26/2018

Signature

09/26/2018

Date

Type Title and Name

Air Pollution Control Officer, Phillip L. Kiddoo

Air Resources Board						Form
2018 / 2019 Subvention Program: Year-End Financial Report						SP-4
APPLICANT DISTRICT:						
		Great Basin Unified Air Pollution Control District				
Street Address:		157 Short Street				
City:		Bishop			Zip: 93514	
Contact Person:		Susan Cash			Phone: 760-872-8211	
REPORT OF ACTUAL EXPENDITURES & REVENUE FOR SUBVENTION YEAR 2017-2018						
Actual Expenditures						
1	Salaries and Benefits					3,474,463.00
2	Operating Expenses					2,811,395.00
3	Fixed Assets					372,364.00
4	Total Expenditures (Lines 1 thru 3)					6,658,222.00
Actual Revenue						
Local Matching Funds						
5	County Contributions					0.00
Fees						
a	Operating Permits					419,993.00
b	Variance / Hearing Board					0.00
c	Engineering (Permits A to C)					72,279.00
d	Motor Vehicle Registration Surcharge					0.00
e	Toxic Hot Spots					4,402.00
f	Source Test					0.00
g	Vapor Recovery					15,536.00
h	Clear Air Act					0.00
i	Asbestos					4,365.00
j	Clean Fuels					
k	Ag Burning					6,727.00
l	Trip Reduction					
m	Others Fee (Please enter info on form 4a)					5,050,500.00
n	Carryover Fees from Prior Fiscal Years					
6	Total Fees					5,573,802.00
7	Fines					2,742.00
8	Interest Earned					104,645.00
9	Other (Non-Grants): (Describe)		Sales & Service, SB Other, Jimmy Meyers Refund, AVRCD Refund, Capital asset reserves			
9						1,286,139.00
10	Total Local matching Funds (add lines 5,6,7,8 & 9)					6,967,328.00
Total Subvention revenue received from ARB						
11	State Subvention Fund Coordinated Base and Special Subvention Award (Refer to Award Letter)					138,981.00
12	Total State Subvention Funds					138,981.00
Local Non-Matching Funds						
13	ARB Contracts					
14	Carl Moyer Program					
15	Perp Inspections					
16	Federal Grants / Contract					71,889.00
17	Other (FEDERAL) (Specify)					
18	Total Local Non-Matching Funds (lines 13 thru 17)					71,889.00
19	Total Subvention Program Revenue (lines 10 and 12)					7,106,309.00
20	Total Unspent or Unencumbered State Subvention Funds**					0.00
**Any unspent or unencumbered State Subvention Funds must be returned to the Air Resources Board pursuant to California Code of Regulations §90360(d) and will be reverted to the State General Fund.						

Air Resources Board

Form

2018 / 2019 Subvention Program: Year-End Financial Report

SP-4

I certify under penalty of perjury that the foregoing is true and correct. I hereby certify I under penalty of perjury that the receipt of these funds did not result in the reduction of fees paid by permittees to the district and funds were spent in compliance with the provisions of Title 17, Subchapter 3, Sections 90050 through 90500 of the California Code of Regulations. I hereby certify that the applicable evaluation criteria established in the Air Resources Board's "Evaluation Criteria for Air Pollution Control Districts Participating in the Subvention Program," adopted on April 23, 1981, and amended May 27, 1983 were accomplished.

District Authorization

Signature

09/26/2018

Date

Typed Name, Title

Phillip L. Kiddoo, Air Pollution Control Officer

**Air Resources Board
Subvention Program
2018/2019 Year-End Financial Report**

Form
SP-4a

APPLICANT DISTRICT: Great Basin Unified Air Pollution Control District

Street Address: 157 Short Street

City: Bishop

Zip: 93514

Contact Person: Susan Cash

Phone: 760-872-8211

Line M - Other Fees

Number	Please specify	Amount
1	SB 270	5,025,500.00
2	TOML	25,000.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
Total		\$ 5,050,500.00

DISTRICT AUTHORIZATION

Print (Name)

Phillip L. Kiddoo

Signature:

Title:

Air Pollution Control Officer

Date:

09/26/2018

TOTAL GBUAPCD BUDGET

2018.04.03

FY 2018-19 DISTRICT AND SB 270 BUDGET

	2017-2018	2018-2019	% Change
DISTRICT			
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%
Total District	1,986,003	795,414	-59.95%
SB 270 FEE			
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%
Sub-Total SB 270 Fee	5,025,500	5,118,500	1.85%
IV. Owens Lake Scientific Advisory Panel	-	-	
Total SB 270 Fee	5,025,500	5,118,500	1.85%
Less Reserve Policy Credit	166,382	-	-
SB 270 Fee Due	4,859,118	5,118,500	5.34%
TOTAL DISTRICT AND SB 270 BUDGET	7,011,503	5,913,914	-15.65%

Agenda Item No. 3b - Attachment 1

Agenda Item No. 6e - Attachment 1
181101

TABLE 2

FY 2018-2019 DISTRICT BUDGET

REVENUE	2017-18	2018-2019	% change
I. Fees, Permits & Penalties			
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%
Fees, Permits & Penalties	494,900	488,500	-1.29%
II. Other Revenue			
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			
Other Revenue	203,900	172,750	-15.28%
FY 2018-19 TOTAL DISTRICT REVENUE	698,800	661,250	-5.37%

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
I. Administration				
A. Professional Services - AMEC	534,578	50,000	40,000	624,578
II. Project				
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
	-	-	-	-
III. Employee Costs				
A. Senior Scientist (.20)/Field Services Tech (.30)/Technical Svcs Spec (.10)	172,882	63,200	67,664	303,746
TOTAL DISTRICT SPECIAL FUND ACCOUNTS	9,332,752	1,287,203	134,164	10,754,119

Keeler Dunes Project Funding

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

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

Budget Difference (spent-project funding)

633,174

Great Basin Unified Air Pollution Control District
District Budget FY 2017-2018
For the 4th Quarter (Ending June 30, 2018)

EXPENSES		4th Quarter	Budget	% of Budget
I	Employee Costs			
A	Employee Wages	323,502.40	322,500.00	100.31%
B	Retirement	58,606.62	57,700.00	101.57%
C	Insurance Benefits	63,312.24	57,500.00	110.11%
D	Taxes	56,276.83	55,600.00	101.22%
E	Retiree Medical Insurance Unfunded Liability	-	-	-
F	Worker's Compensation Insurance	2,842.34	3,100.00	91.69%
G	Retirement: GASB68 Trust-Prefunding of Unfunded Liability	-	-	-
	Employee Costs	504,540.43	496,400.00	101.64%
II	Operating & Compliance Costs			
A	Advertising - Legal Notices & Ads	1,862.51	4,000.00	46.56%
B	Dues, Subscriptions Education, Use Tax, Fees, AB2588	8,375.55	10,000.00	83.76%
C	Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.)	9,896.02	18,000.00	54.98%
D	Fuel and Gasoline	2,918.89	4,300.00	67.88%
E	Health & Safety	500.00	1,000.00	50.00%
F	Insurance - Liability, Fire & Casualty	8,752.15	10,000.00	87.52%
G	Leases & Rents: Equipment, Office, Site, Storage	23,023.03	25,700.00	89.58%
H	Maintenance & Repairs of Equipment - Labor	2,978.48	12,000.00	24.82%
I	Maintenance & Repairs of Equipment - Materials	5,193.44	12,000.00	43.28%
J	Postage and Shipping	315.88	1,000.00	31.59%
K	Professional & Special Services	22,448.45	45,000.00	49.89%
L	Supplies & Tools (In-Field, Office, General Use)	2,118.04	3,000.00	70.60%
M	Transportation & Travel	5,128.86	5,500.00	93.25%
N	Utilities	10,757.17	8,500.00	126.55%
O	Public Assistance/Grant Programs	80.81	6,000.00	1.35%
	Operating & Compliance Costs	104,349.28	166,000.00	62.86%
III	Materials & Equipment			
A	Equipment: Computer, Furniture, General, Office, Scientific, Software (>\$5,000 ea.)	24,145.81	31,400.00	76.90%
	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	5,000.00	100.00%
	Materials and Equipment Costs	44,145.81	51,400.00	85.89%
	TOTAL EXPENSES (Parts I, II, III)	653,035.52	713,800.00	91.49%
IV	Grant Expenses			
A	EPA PM 2.5 Grant Funds	23,245.00	23,245.00	100.00%
B	EPA 105 Grant Funds	71,189.44	71,889.00	99.03%
C	EPA NCORE Funds	-	-	-
	Grants	94,434.44	95,134.00	99.26%
	Total Expenses	\$ 747,469.96	\$ 808,934.00	92.40%

Agenda Item No. 7d - Attachment 1

Agenda Item No. 6e - Attachment 1
181101

Great Basin Unified Air Pollution Control District
District Budget FY 2017-2018
For the 4th Quarter (Ending June 30, 2018)

REVENUE		4th Quarter	Budget	% of Budget
I	Fees, Permits & Penalties			
A	AB 2588 - Toxic Hot Spots	4,402.00	1,500.00	293.47%
B	Conservation Mgmt. Plan/Prescribed Burn Plan	6,727.00	5,000.00	134.54%
C	Geothermal	306,120.00	309,000.00	99.07%
D	Hearing Board	-	-	-
E	Initial Permit Fees (FF, ATC, Mods)	72,278.60	30,000.00	240.93%
D	Penalties & Late Fees	2,742.50	20,000.00	13.71%
G	SOURCES (Asbestos, Diesel, Fuel, Electric, PERP)	118,238.31	114,400.00	103.36%
H	Service Station Vapor Recovery	15,536.00	15,000.00	103.57%
	Fees, Permits & Penalties	526,044.41	494,900.00	106.29%
II	Other Revenue			
A	Air Monitoring Audits	-	-	-
B	Interest	10,105.45	2,000.00	505.27%
C	Per Capita Fee	-	-	-
D	Sales, Services, Fees, Rebates & Refunds	403.36	2,000.00	20.17%
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	30,000.00	36,400.00	82.42%
	From Capital Asset Reserves: E&M (BO#170914-03f)	15,000.00	15,000.00	100.00%
	Other Revenue	219,489.55	218,900.00	100.27%
	Total Permits, Fees & Other Revenue	745,533.96	713,800.00	104.45%
III	Grant Funds (Restricted)			
A	EPA PM2.5 Grant	-	23,245.00	-
B	EPA 105 Grant	71,889.00	71,889.00	100.00%
C	EPA Ncore Grant	-	-	-
	Total Grants	71,889.00	95,134.00	75.57%
	TOTAL REVENUE (w/ Grants)	\$ 817,422.96	\$ 808,934.00	101.05%

Reconcile to Inyo County Treasury as of 6/30/2018

District General Fund Reserves	\$ 1,045,489.15
Capital Asset Accrual Reserves	\$ 92,365.64
Spendable/Available Cash	\$ 95,869.28
CEQA Lead Agency Litigation Funds ⁽¹⁾	\$ 42,661.92
103 Grant Funds (PM2.5)	\$ 17,107.92
105 Grant Funds	\$ 23,766.63
	\$ 1,384,091.37

Balance, IC Auditor Report 6/30/2018	\$ 1,381,937.93
KD to reimburse Dist for 7/5 payroll	\$ 2,153.44
	\$ 1,384,091.37

Checking account balance as of 6/30/2018=\$9,356.26

¹ ORMAT Litigation Funds

Interest transferred to PARS Trust = \$14,414.47

Agenda Item No. 7d - Attachment 1

Agenda Item No. 6e - Attachment 1
181101

Great Basin Unified Air Pollution Control District
SB 270 Budget FY 2017-2018
For the 4th Quarter (Ending June 30, 2018)

EXPENSES		4th Quarter	Budget	Adjusted Budget	% of Budget
I	Employee Costs				
A	Employee Wages	1,587,723.63	1,692,800.00	1,692,800.00	93.79%
B	Retirement	399,248.09	424,500.00	424,500.00	94.05%
C	Insurance Benefits	423,969.82	449,700.00	449,700.00	94.28%
D	Taxes	280,802.25	285,500.00	285,500.00	98.35%
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	-
	Employee Costs	2,907,850.39	2,869,000.00	3,069,000.00	94.75%
II	Operating & Compliance				
A	Advertising - Legal Notices & Ads	4,691.65	6,000.00	6,000.00	78.19%
B	Dues, Subscriptions, Education, Use Tax & Fees	30,465.47	40,000.00	40,000.00	76.16%
C	Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.)	93,534.40	143,100.00	143,100.00	65.36%
D	Fuel and Gasoline	26,361.31	30,000.00	30,000.00	87.87%
E	Health & Safety	175.83	2,000.00	2,000.00	8.79%
F	Insurance - Liability, Fire & Casualty	50,618.66	45,000.00	45,000.00	112.49%
G	Leases & Rents: Equipment, Office, Site, Storage	111,203.15	113,800.00	113,800.00	97.72%
H	Maintenance & Repairs of Equipment - Labor	32,879.10	50,000.00	50,000.00	65.76%
I	Maintenance & Repairs of Equipment - Materials	136,105.71	151,000.00	151,000.00	90.14%
J	Postage and Shipping	1,673.93	3,000.00	3,000.00	55.80%
K	Professional & Special Services	863,242.12	1,188,300.00	1,249,540.00	69.08%
L	Supplies and Tools (In-field, Office, General Use)	26,919.72	35,000.00	35,000.00	76.91%
M	Transportation & Travel	22,026.60	28,000.00	28,000.00	78.67%
N	Utilities	48,410.31	70,300.00	70,300.00	68.86%
O	Project Demonstration: Control Measure Testing	52,033.00	-	52,033.00	100.00%
P	Public Outreach & Education	8,879.62	10,000.00	10,000.00	88.80%
	Operating & Compliance Costs	1,509,220.58	1,915,500.00	2,028,773.00	74.39%
III	Materials & Equipment				
A	Equipment: Computer, Furniture, General, Office, Scientific, Software (>\$5,000 ea.)	191,000.00	191,000.00	191,000.00	100.00%
	From Capital Asset Reserve	101,028.33	-	101,028.33	-
B	Vehicles & ATVs	36,190.12	50,000.00	50,000.00	72.38%
	Materials & Equipment Costs	328,218.45	241,000.00	342,028.33	95.96%
	Expenses Total (Parts I, II, III)	\$ 4,745,289.42	\$ 5,025,500.00	\$ 5,439,801.33	87.23%
IV	Owens Lake Scientific Advisory Panel				
A	2014 Stipulated Judgment (Paragraph 12.G)	\$ 750,000.00	\$ -	\$ 750,000.00	-
	FY 2017-2018 SB 270 Fee	\$ 5,495,289.42	\$ 5,025,500.00	\$ 6,189,801.33	88.78%

Agenda Item No. 7d - Attachment 1

Agenda Item No. 6e - Attachment 1
181101

Great Basin Unified Air Pollution Control District
SB 270 Budget FY 2017-2018
For the 4th Quarter (Ending June 30, 2018)

REVENUE	4th 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%
Total SB 270 Fee Assessment	\$ 5,025,500.00	\$ 5,025,500.00	\$ 5,025,500.00	100.00%
II Other Revenue				
FY16-17 Carry-overs	161,639.84	-	161,639.84	-
FY16-17 Carry-over: CalPERS Unfunded Accrued Liability	200,000.00	-	200,000.00	-
Carry-over: Owens Lake Scientific Advisory Panel	750,000.00	-	750,000.00	-
From Asset Reserve:	52,661.49	-	52,661.49	-
Interest	51,142.71	-	-	-
PM2.5 from District (Reimburse expense)	18,245.00	-	-	-
Sales, Services, Rebates, Refunds	3,188.99	-	-	-
	<u>1,236,878.03</u>	<u>-</u>	<u>1,164,301.33</u>	<u>106.23%</u>
TOTAL REVENUE	\$ 6,262,378.03	\$ 5,025,500.00	\$ 6,189,801.33	101.17%

Reconcile to Inyo County Treasury as of 6/30/2018

SB 270 General Fund Reserves	\$ 1,575,999.38
Capital Asset Accrual Reserves	\$ 181,554.30
Spendable/Available Cash	\$ 689,064.72
Move OLSAP Funds to FY 2018-2019	\$ 750,000.00
Accrued Payables	\$ 399,736.30
Carry Overs	\$ 132,725.00
Deferred FY 2018-2019 Fee Assessment	\$ 5,118,500.00
	<u>\$ 8,847,579.70</u>

Balance, IC Auditor Report 6/30/2018 **\$ 8,847,579.70**

Checking account balance as of 6/30/2018=\$6,095.26

Interest transferred to PARS Trust = \$64,728.71

Agenda Item No. 7d - Attachment 1

Agenda Item No. 6e - Attachment 1

181101

Great Basin Unified Air Pollution Control District
Owens Lake Trust Fund FY 2017-2018
For the 4th Quarter (Ending June 30, 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
December 31, 2017 Interest-earned Inyo County	4,007.40
March 31, 2018 Interest-earned Inyo County	2,436.19
	<u>1,068,887.93</u>

Expenses

Professional Services

-

Checking account balance

3.90

3.90

Reconcile to Inyo County Treasury 6/30/2018

\$ 1,068,887.93

Balance: IC Auditors Report as of 6/30/2018

\$ 1,068,887.93

Agenda Item No. 7d - Attachment 1

**Agenda Item No. 6e - Attachment 1
181101**

Great Basin Unified Air Pollution Control District
Clean Air Projects Program FY 2017-2018
For the 4th Quarter (Ending June 30, 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
December 31, 2017 Interest-earned Inyo County	2,922.53
March 31, 2018 Interest-earned Inyo County	1,776.67
	<u>779,521.44</u>

Expenses
Projects

-

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

Reconcile to Inyo County Treasury as of 6/30/2018	<u>\$ 779,521.44</u>
--	-----------------------------

Balance: Inyo County Auditors as of 6/30/2018	<u>\$ 779,521.44</u>
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Great Basin Unified Air Pollution Control District
Keeler Dunes Dust Control Projects FY 2017-2018
For the 4th Quarter (Ending June 30, 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
December 31, 2017 Interest-earned Inyo County	8,234.45
March 31, 2018 Interest-earned Inyo County	4,067.15
	<u>2,460,387.76</u>

Expenses

Paid year-end invoices FY16-17 accruals	57,033.26
Employee Costs	62,072.34
General Expenses	16,725.84
Projects	1,155,169.15
Jimmy Myers payment	(20,000.00)
Antelope Valley RCD settlement payment	(35,000.00)
Administration	25,930.11
	<u>1,261,930.70</u>
<i>Cash in Checking</i>	4,487.90
<i>Accrued Payables</i>	(78,399.61)
	<u>1,188,018.99</u>

Reconcile to Inyo County Treasury 6/30/2018	<u>\$ 1,272,368.77</u>
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Balance: Inyo County Auditors as of 6/30/2018	<u>\$ 1,272,368.77</u>
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Agenda Item No. 7d - Attachment 1

Agenda Item No. 6e - Attachment 1
181101



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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

BOARD REPORT

Mtg. Date: November 1, 2018

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Update on Woodsmoke Reduction Pilot Program

Summary:

The Woodsmoke Reduction Pilot Program (Program) is part of California Climate Investments, a statewide program that puts cap-and-trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities. Assembly Bill 1613 committed \$5,000,000 in funding for replacing uncertified, inefficient wood burning devices with cleaner burning and more efficient devices.

Statute establishes investment minimums for disadvantaged and low-income communities and low-income households. The Program is designed to help households replace an uncertified wood stove or insert used as the primary source of heat with a cleaner burning and more efficient device.

The District's Program officially launched on August 1, 2018 with advertisements and public service announcements in area newspapers, on radio stations, and on the District's website. The District had \$225,000 in available vouchers. Voucher eligibility of \$2,000 or \$4,000 was determined based on the location of the appliance to be replaced and/or income eligibility set by the state.

By August 17, 2018 (13 business days), 17 vouchers for \$2,000 and 47 vouchers for \$4,000 had been issued and a waiting list was established. Advertising was curtailed. The waiting list grew to 26 additional applicants with \$102,000 of needed vouchers before it, too, was closed on September 12, after 29 business days. Those that are still on the list at the close of the Program will be the first applicants should the state renew the Program in future years with substantially the same guidelines.

Eight of the initial vouchers were returned due to ineligibility of the appliance to be replaced. Several vouchers were redeemed for less than the face value issued. These two factors have allowed the District to issue vouchers to 9 more consumers from the waiting list. As it stands now, the waiting list has 17 applicants desiring \$68,000 in vouchers. As vouchers are redeemed by retailers, any remaining balance will be added to the \$857.82 remaining in order to generate more vouchers if possible.

The District currently has seven cooperating retailers installing replacement appliances. To date, 27 vouchers for \$88,642.18 have been redeemed and 37 vouchers with the potential of \$136,000 are still outstanding. Broken down by county, the potential expenditures are:

- Alpine 3 vouchers \$ 12,000.00
- Inyo 51 vouchers \$ 177,269.89
- Mono 10 vouchers \$ 34,872.29

The initial report regarding the program to the California Air Pollution Control Officers Association (administering the program on behalf of the California Air Resources Board), including reductions in Greenhouse Gas emissions, is due on November 15, 2018 for program activity through October 31, 2018. At that time, the District will also be billing for the administrative costs (staff time, advertising, supplies, etc.) that have been expended. A copy of that report will be available in the District offices after that date. Quarterly reports will be submitted until the program is finished, and those reports will also be available in the District offices. The final report, when all monies have been expended, will be provided to your board at a future board meeting.

In summary, the program has proven to be very popular, with demand far outstripping the resources available in this round of funding. It is our hope that the state will renew the pilot program in future years based on the success we have already had and will continue to have as the program is fully implemented.

Fiscal Impact: None.

Board Action:

None. For informational purposes only.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

BOARD REPORT

Mtg. Date: November 1, 2018

To: District Governing Board

From: Phillip L. Kiddoo, Air Pollution Control Officer

Subject: Air Pollution Control Officer Report

A verbal report will be given at the meeting.

2019

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

JANUARY

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

FEBRUARY

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MARCH

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31						

APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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21	22	23	24	25	26	27
28	29	30	31			

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