

# GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT



## GOVERNING BOARD REGULAR MEETING INFORMATION

### Meeting Date & Time

Thursday, January 4, 2024, at 10:00 a.m.

### Meeting Location

Teleconference & In-person  
(see next page for instructions)

### District Board

Jennifer Roeser, Inyo County, Chairperson  
Rhonda Duggan, Mono County, Vice-Chairperson  
David Griffith, Alpine County  
Matt Kingsley, Inyo County  
Lynda Salcido, Mono County  
John Wentworth, Town of Mammoth Lakes  
Ron Hames, Alpine County

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

**\*\*GBUAPCD Governing Board Meeting, Thursday, 01/04/2024, 10:00 am\*\***

Welcome to the GBUAPCD Governing Board Meeting – January 4, 2024

This meeting is being held via Zoom and all attendees are muted by default. To join via computer, click this link:

Link: <https://us02web.zoom.us/j/82531678581?pwd=RWszclhCK2tsS2VkNmpqNVE1cGRlQT09>

Passcode: 991935

Phone: (408) 638-0968

Webinar ID: 825 3167 8581

If you would like to speak during the public comment portion of the meeting, you have the following options:

Online - raise your hand or use the Q&A panel to submit written comments.

Phone - press \*9 to raise your hand.

**To Attend In-person:** (subject to change or cancellation)

Inyo County Administrative Center

Board of Supervisors Chamber

224 North Edwards Street (U.S. Highway 395)

Independence, California 93526

Public engagement is important to us.

All Board meeting documents are available on our website at [www.gbuapcd.org](http://www.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, JANUARY 4, 2024, AT 10:00 AM**

**Via Teleconference & In-person**

**To attend via teleconference:**

Link: <https://us02web.zoom.us/j/82531678581?pwd=RWszclhCK2tsS2VkNmpqNVE1cGRlQT09>

Passcode: 991935

Phone: (408) 638-0968

Webinar ID: 825 3167 8581

If you would like to speak during the public comment portion of the meeting, you have the following options:

Online - raise your hand or use the Q&A panel to submit written comments.

Phone - press \*9 to raise your hand.

**To attend in-person:** *(subject to change or cancellation)*

Inyo County Administrative Center  
Board of Supervisors Chamber  
224 North Edwards Street (U.S. Highway 395)  
Independence, California 93526

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

*Great Basin Unified Air Pollution Control District is a California regional government agency that works to protect the people and the environment of Alpine, Mono, and Inyo Counties from the harmful effects of air pollution. Regular Meetings are held on the first Thursday of every odd month at 10:00 am*

1. Call to Order and Pledge of Allegiance
2. Public Comment on Matters not on the Agenda (No Action)
3. Consent Items (Action)
  - a. Approval of November 2, 2023, Governing Board Meeting Minutes .....1
  - b. Designation and Disposal of Surplus Vehicles .....10
  - c. Approve Amendment to the Fiscal Year 2023-2024 Woodsmoke Reduction Program Budget (Fund 260) Increasing 4100 Intergovernmental Revenue - State by \$195,630, 5001 Salary by \$13,856, 5270 Publications by \$5000, and 5550 Vouchers by \$176,774 to Reflect an Increase in Appropriation From CARB .....11
  - d. Approval of Proposed 2023 District Rule and Policy Adoption Schedule .....12
  - e. Acceptance of the Assembly Bill 617 Community Air Protection Program Grant Fund from the California Air Resources Board in the Amount of \$43,936.00 and Authorize

January 4, 2024

an Amendment to the Fiscal Year 2023-2024 Budget Increasing Revenues and Expenditures in the Total Amount of \$21,000.00.....	13
6. Informational Items (No Action)	
a. Travel Report .....	32
b. 1 <sup>st</sup> Quarter Financial Reports for FY 2023-2024 .....	33
7. Board Member Reports (No Action)	
8. Air Pollution Control Officer Report (No Action) .....	39
9. <b>CLOSED SESSION</b> - Conference with Legal Counsel– Existing Litigation: Pursuant to California Government Code Section 54956.9(d)(1), 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	
10. <b>CLOSED SESSION</b> - Conference with Legal Counsel– Existing Litigation: Pursuant to California Government Code Section 54956.9(d)(1), People of the State of California, and Great Basin Unified Air Control Pollution Control District, v. City of Los Angeles, Superior Court of California, County of Sacramento, Case No. 34-2022-00328617-CU-TT-GDS	
11. <b>CLOSED SESSION</b> – Conference with Legal Counsel – Existing Litigation: Pursuant to California Government Code Section 54956.9(d)(1), City of Los Angeles vs. Great Basin Unified Air Pollution Control District, Superior Court of California, County of Los Angeles, Case No. 22STCP03796	
12. <b>CLOSED SESSION</b> - Conference with Legal Counsel– Existing Litigation: Pursuant to California Government Code Section 54956.9(d)(1), Administrative Appeal by the City of Los Angeles to the California Air Resources Board of District Order, No. 230504-01 Imposing Fees Under California Health and Safety Code Section 42316	
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 www.gbuapcd.org

### BOARD REPORT

**Mtg. Date:** January 4, 2024

**To:** District Governing Board

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

**Subject:** Approval of the November 2, 2023, Regular Governing Board Meeting Minutes

---

**Summary:**

Attached for the Board's approval are the minutes from the November 2, 2023, regular meeting via teleconference and in-person in Mammoth Lakes, CA.

**Board Action:**

Staff recommends that the Board review and approve the minutes from the November 2, 2023, meeting.

**Attachment:**

1. November 2, 2023 minutes

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

GOVERNING BOARD MINUTES

November 2, 2023

(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 November 2, 2023, via teleconference and in-person at the Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, California 93546.

Governing Board members present (in-person):

Jennifer Roeser, Chairperson, Inyo County  
Rhond Duggan, Vice Chairperson, Mono County  
Scott Marcellin, Alternate, Inyo County  
Ron Hames, Alpine County  
David Griffith, Alpine County  
Chris Bubser, Alternate, Town of Mammoth Lakes  
Lynda Salcido, Mono County

Governing Board members present (via teleconference):

None

Governing Board members absent:

John Wentworth, Town of Mammoth Lakes  
Matt Kingsley, Inyo County

A quorum was present.

GBUAPCD staff present (in-person/or teleconference):

Phill Kiddoo, Air Pollution Control Officer  
Ann Logan, Deputy Air Pollution Control Officer  
Nik Barbieri, Director of Technical Services  
Kim Mitchell, Research & Systems Analyst II  
Chris Lanane, Air Monitoring Specialist  
Tori DeHaven, Clerk of the Board

Members of the public included: (as indicated by voluntary verbal/written identification)

Jamie Valenzuela, City of Los Angeles Department of Water and Power  
Arrash Agahi, City of Los Angeles Department of Water and Power

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

Board Chairperson Roeser called the meeting to order at 10:05 am. She then led the Pledge of Allegiance.

Board member Hames had not yet arrived.

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

Board Chairperson Roeser asked for public comment at 10:06 am.

No comments were offered.

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

Board Chairperson Roeser asked for public comment at 10:07 am.

Mr. Valenzuela requested that the Board take another look at item 3e to determine if there is perhaps another topic that would be more beneficial for the Owens Lake Scientific Advisory Panel to address, such as climate change or preparation and planning especially considering the recent back-to-back- 100-year events experienced at Owens Lake.

Board member Griffith requested to pull item 3e.

**Motion** (Duggan/Griffith) approving consent items a through d, and f as follows:

- a. Approving the minutes from the September 7, 2023, regular meeting.
- b. Approving the updates to the District's Administrative Code: 1) removing Section 3045.7 C 1 regarding credit card usage, and 2) various updates to specific position titles syncing the references with the reclassifications that were approved by the Governing Board last year.
- c. Approving and authorizing the Board Chair to sign the attached Memoranda of Understanding with the District's Management and Non-Management Employee Associations for a four-year agreement, July 1, 2023 – June 30, 2027, and authorizing increase to the respective budgets as stated above utilizing transfers from each budget's reserve (5/7ths vote required).
- d. Approving the presented Salary Schedule reflecting all District positions and associated salaries to meet the California Public Employees' Retirement System (CalPERS) requirements of Government Code § 20636 (b)(1) and CCR § 570.5.
- f. Awarding the Bid for and Authorizing the APCO to Purchase One (1) New Qualifying High-Clearance 4-Door 4-Wheel-Drive Pickup Truck as Specified in Bid Number 2023-V1. For the Keeler Office, to the following Organization Submitting the Lowest Qualifying Bid: Bid 2023-V1 – Perry Motors, Inc., Bishop, CA, 2024 Toyota Tundra Crewmax 4WD, \$60,549.16 Total. Should staff upon inspection, find that the vehicles do not meet District specifications, the Board Authorizes the APCO to reject that bid and to accept the next lowest qualifying bid, and so on, until a qualified bid is found, or to reject all bids and to conduct another round of bidding for the replacement vehicles.

**Motion by Roll Call:**

Ayes: Board Members – Griffith, Duggan, Roeser, Marcellin, Bubser, Salcido

Noes: 0

Abstain: 0

Absent: Board Members – Wentworth, Kingsley, Hames

Motion carried 6/0 and so ordered.

B/O #231102-03a

Board member Griffith noted that in looking at the scope of work presented compared to the cost of \$800K, he would not be able to support it.

APCO Kiddoo explained the intent of the National Academy of Sciences and the OLSAP in the Stipulated Judgment was to provide an independent scientific analyses of things that DWP and the District didn't always agree on. It's to prevent the battle of the experts and the fighting over whose scientists are correct and so it was really important for both parties at that time of the grand bargain to bury the hatchet; end the disputes, end the delays and if there were scientific questions that needed to be answered we could always contract with the OLSAP to do this. We came up with the task list in 2017 in collaboration with DWP and created six tasks.

Dr. Holder gave a brief history regarding the Stipulated Judgment and the OLSAP. She explained that both DWP and the District have worked very hard over the last nine years to reduce the amount of dust, however, we are not done. Having the OLSAP is an opportunity to get independent advice as to how dust emissions can be addressed especially in light of differing opinions between the District and DWP regarding off lake sources.

Board member Hames arrived at 10:19 am.

Board Chairperson Roeser asked for clarification on the sources the OLSAP is specifically tasked with addressing within the Owens Valley Planning Area.

Dr. Holder stated that the Owens Lake Scientific Advisory Panel was specifically designed to look at dust sources in the Owens Valley Planning Area, or in the Owens Valley, not necessarily on Owens Lake or right next to Owens Lake

Board Chairperson Roeser asked how many exceedances we have had in the last couple of years in the area of say Mazourka Canyon to Tinnemaha.

DAPCO Logan explained the district doesn't have any air quality monitors specifically in that area. We have a site in Bishop and then our next site is Lone Pine. So, the Planning Area boundary goes between those two areas. So we, with every



exceedance, look at source areas and try to determine where those exceedances are coming from but I don't think we've identified from the specific area you are describing; there might contributions from some of the large wind events but going back to the task, the district requested of OLSAP is really focused around the off-lake sources surrounding Owens Lake, so maybe that's a clarification to help make. We are talking about the Owens Valley Planning Area in a larger sense because that is the PM10 planning area boundary but the area that the district has determined is causing and contributing to exceedances is either adjacent or close to Owens Lake

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

- e. Approving and authorizing the Air Pollution Control Officer to sign and execute the attached agreement with the National Academy of Sciences.

*(As provided for in the 2014 Stipulated Judgement, 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 \$892,687 is currently available from unexpended funds from previous fiscal years. Approval of the agreement with the NAS will encumber \$818,765 from the available funds for work on Task 2 by OLSAP)*

**Motion by Roll Call:**

Ayes: Board Members – Hames, Duggan, Marcellin, Bubser, Salcido

Noes: Board Members – Griffith, Roeser

Abstain: 0

Absent: Board Members – Wentworth, Kingsley

Motion carried 5/2 and so ordered.

B/O #231102-03e

**Agenda Item #4**  
Review of  
Annual Board  
Meeting  
Schedule for  
2024 and  
Modification if  
Necessary  
(Action)

**Motion (Salcido/Griffith) canceling the July 4, 2024 regular meeting and scheduling a special meeting on July 11, 2024.**

**Motion by Roll Call:**

Ayes: Board Members – Hames, Griffith, Duggan, Roeser, Marcellin, Bubser, Salcido

Noes: 0

Abstain: 0

Absent: Board Members – Wentworth, Kingsley

Motion carried 7/0 and so ordered.

**Agenda Item #5**  
Consider Re-  
Appointing One  
Current Alternate  
to the Great Basin  
Unified APCD's  
Hearing Board  
(Action)

Board Chairperson Roeser asked for public comment at 10:29 am.

No comments were offered.

**Motion (Duggan/Griffith) re-appointing current Hearing Board Alternate, John Connolly, to serve an additional three-year term.**

**Motion by Roll Call:**

Ayes: Board Members – Hames, Griffith, Duggan, Roeser, Marcellin, Bubser, Salcido

Noes: 0

Abstain: 0

Absent: Board Members – Wentworth, Kingsley

Motion carried 7/0 and so ordered.

**Agenda Item #6**  
Reject All Bids  
for the Mono  
Shore Project,  
District Bid  
Number 2023-  
MS-SP-1R1  
(Action)

Chris Lanane, Air Monitoring Specialist, gave a brief report as presented in the Board Packet.

Board Chairperson Roeser asked for public comment at 10:32 am.

No comments were offered.

**Motion (Griffith/Marcellin) rejecting all bids, including that from Henkels & McCoy West at \$534,030.**

**Motion by Roll Call:**

Ayes: Board Members – Hames, Griffith, Duggan, Roeser, Marcellin, Bubser, Salcido

Noes: 0

Abstain: 0

Absent: Board Members – Wentworth, Kingsley

Motion carried 7/0 and so ordered.

**Agenda Item #7**  
Summary of  
2023 Wildlife  
Smoke Impacts  
(No Action)

Kim Mitchell, Research & Systems Analyst II, gave a presentation, as included in the Board Packet.

**Agenda Item #8**  
Owens Lake  
Update  
(No Action)

Nik Barbieri, Director of technical services, gave a slideshow presentation.  
*(available upon request to the Clerk of the Board)*

Board Chairperson Roeser asked for public comment at 11:03 am.

Arrash Agahi, City of Los Angeles Department of Water and Power, on August 20/21 tropical storm Hillary hit and immediately it became a major catastrophe at Owens Lake. A similar event occurred in 2022 with tropical storm Kay; this was 10-20 times worse. LADWP staff immediately jumped into action. All the roads coming into Owens Lake were closed. As soon as there was access, LADWP sent a team of consultants to join the operations and maintenance staff at Owens Lake to do a widespread damage assessment. There was about 8,000 acres impacted by Hillary which would potentially be out of compliance by October 15 (start of the dust season). LADWP worked closely with the District to go out together and look at the sites; they remained in constant communication throughout the field work. Mr. Agahi worked with DAPCO Logan to develop a variance petition to submit to the Hearing Board. LADWP was disappointed to see the staff report from APCO Kiddoo recommending denying the interim variance. LADWP continues to work hard to bring the areas into compliance as quickly as possible.

Board Chairperson agreed that there is no denying the widespread inundation of the impacts from Hillary.

Mr. Valenzuela added that LADWP was able to get a construction contract within 30 days under the emergency. Nearly 15 linear miles of armoring was installed along the berm roads adjacent to the growing brine pool. 40 haul trucks were required every single day going back and forth from Fort Independence Grinding Rock (through a pre-existing contract). The amount of rock brought in from FW Aggregates and Grinding Rock was close to 350,000 tons. The rock was used to not only reinforce berms but to also raise berms. Pumpstations were also barricaded. They were also able to save the newly ordered dust control area T1-A4 addition.

Board member Griffith asked how much has been spent above and beyond what normally would be spent.

Mr. Valenzuela replied about \$35M.

**Agenda Item #9**  
Informational  
Items

No comments or questions from the Board.

(No Action) APCO Kiddoo did note that there was an error on item 9c. The DRI contract should be DRI & BBJ. The contract amount reflects two contracts.

Board Chairperson Roeser asked for public comment at 11:16 am.

No comments were offered.

**Agenda Item #10**  
Board Member Reports  
(No action)  
Board member Hames: Alpine County is interested in a bigger burn boss.  
Board member Salcido: Discussed the “donut project” coordination between Mono County and the Town of Mammoth Lakes.

Board alternate Bubser: Nothing to report.

Board alternate Marcellin: Noted that he would be participating in closed session not Board member Kingsley, as previously planned.  
*(APCO Kiddoo added that it was clarified with counsel that Board member Kingsley would not be able to attend closed session)*

Board Chairperson Roeser: Noted she was at Grinding Rock yesterday. It is impressive the work that the Fort Independence Tribe has done to grow economic development. On Monday, she hosted a Town Hall in Big Pine. The Inyo County Wildfire Coordinator did a presentation with CalFire and the Whitebark Institute. There are a number of projects in the works, in the Big Pine area, for fuels reduction.

Board Vice Chairperson Duggan: Nothing to report.

Board member Griffith: There is a gravel pit in Alpine County that is causing air quality issues to the community near it.

**Agenda Item #11**  
Air Pollution Control Officer’s Report  
APCO Kiddoo reported on a field tour with the Water Education Foundation (non-profit). They started in Reno, Nevada and moved down to the Owens Basin; Mono Lake was a key focus.

**Agenda Item #12**  
**CLOSED SESSION**  
The Board convened into closed session at 11:25 am.

The Board re-convened into open session at 12:06 pm.

**CLOSED SESSION** – Conference with Legal Counsel– Existing Litigation: Pursuant to California Government Code Section 54956.9(d)(1), 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

**Report:** No action taken.

**Agenda Item  
#13  
CLOSED  
SESSION**

**CLOSED SESSION** - Conference with Legal Counsel– Existing Litigation: Pursuant to California Government Code Section 54956.9(d)(1), People of the State of California, and Great Basin Unified Air Control Pollution Control District, v. City of Los Angeles, Superior Court of California, County of Sacramento, Case No. 34-2022-00328617-CU-TT-GDS

**Report:** No action taken.

**Agenda Item  
#14  
CLOSED  
SESSION**

**CLOSED SESSION** - Conference with Legal Counsel – Existing Litigation: Pursuant to California Government Code Section 54956.9(d)(1), City of Los Angeles vs. Great Basin Unified Air Pollution Control District, Superior Court of California, County of Los Angeles, Case No. 22STCP03796

**Report:** No action taken.

**Agenda Item  
#15  
CLOSED  
SESSION**

**CLOSED SESSION** – Conference with Legal Counsel– Existing Litigation: Pursuant to California Government Code Section 54956.9(d)(1), Administrative Appeal by the City of Los Angeles to the California Air Resources Board of District Order, No. 230504-01 Imposing Fees Under California Health and Safety Code Section 42316

**Report:** No action taken.

**Adjournment**

The meeting was adjourned by Board Chairperson Roeser at 12:06 pm. The Board will reconvene in open session at 10:00 am, on Thursday, January 4, 2024, details to follow.

\_\_\_\_\_  
Jennifer Roeser, Board Chairperson

**Attest:**

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



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** January 4, 2024

**To:** District Governing Board

**From:** Nik Barbieri, Director of Technical Services

**Subject:** Designation and Surplus of Vehicles

---

**Summary:**

Section 3045.9 of the Districts Administrative Code outlines the procedure for disposal of surplus items. The disposal of capital assets requires Board approval prior to auction. In the last few months three District vehicles operating out of the Keeler Field office have been replaced and are no longer needed.

These vehicles include:

- 2011 Ford F250
- 2014 Toyota 4Runner
- 2014 Toyota 4Runner

**Fiscal Impact:** Any proceeds from the auction or sale shall be deposited to the General Fund per CH&S §40701(e).

**Board Action:**

Staff recommends the Board declare the above vehicles as surplus and authorize the APCO to surplus vehicles following the procedures outlined in the Districts Administrative Code section 3045.9



## 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:** January 4, 2024

**To:** District Governing Board

**From:** Susan Cash, Administrative Services Officer

**Subject:** Authorize an Amendment to the Fiscal Year 2023-2024 Budget  
Increasing Revenues and Expenditures in Fund 260 (Woodsmoke  
Reduction Program) Various Categories in the Total Amount of \$195,630

---

#### **Summary:**

Just as the District launched the Woodsmoke Reduction Program from the CARB's 2021-2022 Fiscal Year, we were notified that CARB was releasing its 2022-2023 Fiscal Year allocation for the program. The District was allocated an additional \$195,630. As this allocation was not contemplated in the District's Fiscal Year 2023-2024 budget, the funds cannot be spent without a budget amendment. Staff is requesting increases in the following object codes of Fund 260:

4100 Intergovernmental Revenue – State	\$195,630
5001 Salary	\$ 13,856
5270 Publications	\$ 5,000
5550 Vouchers	\$176,774

#### **Fiscal Impact:**

This action increases revenues and expenditures equally, and allows for staff to issue more vouchers to residents who qualify.

#### **Board Action:**

Authorize an Amendment to the Fiscal Year 2023-2024 Budget Increasing Revenues and Expenditures in Fund 260 (Woodsmoke Reduction Program) Various Categories in the Total Amount of \$195,630

Consent Agenda (Action) – Approve Amendment to the Fiscal Year 2023-2024 Woodsmoke Reduction Program Budget (Fund 260) Increasing 4100 Intergovernmental Revenue – State by \$195,630, 5001 Salary by \$13,856, 5270 Publications by \$5,000, and 5550 Vouchers by \$176,774 to Reflect an Increase in Appropriation from CARB

January 4, 2024 – Agenda Item No. 3c – Page 1



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** January 4, 2024

**To:** District Governing Board

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

**Subject:** Approval of Proposed 2024 District Rule and Policy Adoption Schedule

---

The District is required to prepare a list of regulatory measures scheduled or tentatively scheduled for consideration during the year per California Health & Safety Code §40923. The District may propose a measure not listed if necessary, to satisfy federal requirements, to protect public health, to preserve the original intent, or to increase opportunities for alternative compliance methods. The following are regulatory measures or policies that may be considered by the Governing Board for adoption, revision, or rescission in the 2024 calendar year.

<u>Type</u>	<u>Rule</u>	<u>Title</u>
Revision	202	Transfer
Revision	205	Action and Applications
Revision	216-A	New Source Review Requirements for Determining Impact on Air Quality – Secondary Sources
Revision	300	Permit Fees
Revision	301	Permit Fee Schedule
Revision	701	Air Pollution Episode Plan

#### **Board Action:**

Staff recommends the Governing Board approve the proposed list and authorize the Air Pollution Control Officer to initiate any necessary processes for the above listed rule and policy adoptions and/or revisions.





## 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:** January 4, 2024

**To:** District Governing Board

**From:** Ann Logan, Deputy Air Pollution Control Officer

**Subject:** Acceptance of the Assembly Bill 617 Community Air Protection Program Grant Fund from the California Air Resources Board in the Amount of \$43,936.00 and Authorize an Amendment to the Fiscal Year 2023-2024 Budget Increasing Revenues and Expenditures in the Total Amount of \$21,000.00

---

#### **Summary:**

The District has been approved for a grant under the Assembly Bill (AB) 617 Community Air Protection Program in the amount of \$43,936.00 for the period November 30, 2023, through June 30, 2028. The funds under the AB617 grant are to be used for community air monitoring, development of best available retrofit control technology or developing community emission reduction programs. This is the fourth round of funding the District has received under the AB617 grant. Previous funds have been used to deploy low cost sensors in communities around the District that do not have permanent monitoring stations. The District plans to continue this work under the grant as well as expand other community monitoring including targeted monitoring for communities with elevated woodsmoke impacts, wildfire impacts, and other air quality impacts.

#### **Fiscal Impact:**

The AB617 grant funds were not known during annual budgeting and the funds cannot be spent this fiscal year without a budget amendment. District staff anticipate \$21,000 can be utilized this fiscal year with the remaining grant funds being utilized in the future. Staff is requesting increasing the following revenue and expense categories in Fund 200- AB617 Community Air Protection:

Revenue- Intergovernmental Revenue- State \$21,000.00 (Object Code 4100)

Expenses- Salary \$13,500.00 (Object Code 5001)

Expenses- Equipment \$4,000.00 (Object Code 5292 or 5291)

Expenses- Communication \$3,000.00 (Object Code 5311)

Expenses- Transportation and Travel \$500.00 (Object Code 5300)

#### **Board Action:**

Staff recommends the Board:

1. Accept the AB617 grant and authorize the APCO to sign the grant documents.
2. Authorize the APCO to sign and enter into future rounds of funding under the AB617 grant.
3. Authorize an Amendment to Fiscal Year 2023-2024 Budget Increasing Revenues and Expenditures in the Total Amount of \$21,000.00

**Attachment:** Community Air Protection Program Grant Agreement

Consent Agenda (Action) – Acceptance of the Assembly Bill 617 Community Air Protection Program Grant Fund from the California Air Resources Board in the Amount of \$43,936.00 and Authorize an Amendment to the Fiscal Year 2023-2024 Budget Increasing Revenues and Expenditures in the Total Amount of \$21,000.00

January 4, 2024 – Agenda Item No. 3e – Page 1

# GRANT AGREEMENT COVER SHEET

		GRANT NUMBER G23-CAPP-11	
NAME OF GRANT PROGRAM Community Air Protection Program			
GRANTEE NAME Great Basin Air Pollution Control District			
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 43-2106258		TOTAL GRANT AMOUNT NOT TO EXCEED \$43,936.00	
START DATE: 11/30/2023		END DATE: 06/30/2028	

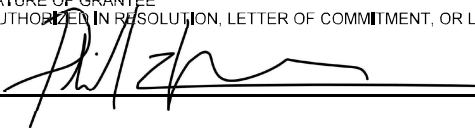
This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Great Basin Air Pollution Control District (the "Grantee").

### Exhibit A – Grant Provisions, General Terms and Conditions

In accordance with Assembly Bill (AB) 102, section 15.14, 25 percent of the Fiscal Year 2023-2024 CAP GGRF funds allocated under this grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.

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

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

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Great Basin Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: <i>Alice Kindarara</i>		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Branch Chief, Acquisitions	DATE 12/4/2023	TITLE Air Pollution Control Officer	DATE 20231122
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 157 Short Street, Bishop, California 93514	

CERTIFICATION OF FUNDING				
AMOUNT ENCUMBERED BY THIS AGREEMENT \$43,936.00	PROGRAM 3530000L39	PROJECT 3900-CAP N/A	ACTIVITY 3228CAP23 N/A	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	FUND TITLE Greenhouse Gas Reduction Fund General Fund			FUND NO. 3228 0001
TOTAL AMOUNT ENCUMBERED TO DATE \$43,936.00	(OPTIONAL USE) FY23 GGRF \$ 27,460 upon grant execution and \$9,153.33 after 4 <sup>th</sup> quarter Cap-and-Trade auction FY23 General Fund \$ 7,322.67 upon grant execution		CHAPTER 38	STATUTE AB102 2023
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39000500	SERVICE LOCATION 50020 50043	FISCAL YEAR (ENY) 2023/ \$36,613.33 2023/ \$7,322.67

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: N/A	DATE
--	------

## Exhibit A

**California Air Resources Board (CARB)**  
**Fiscal Year 2023-2024**  
**AB 617 Community Air Protection Program**  
**Air District Implementation Funds**  
**GRANT AGREEMENT**

### Grant Provisions:

#### 1. Community Air Protection Program:

This Grant Award provides funding to implement the Community Air Protection Program consistent with the goals of Assembly Bill 617 (Chapter 136, Statutes of 2017). Funds for implementation pursuant to Assembly Bill 617 may support selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for requiring best available retrofit control technology, and developing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process, such as the provision of stipends for community steering committee (CSC) members in selected communities to the extent allowed by law, determining the proportional contribution of sources to air pollution exposure, developing rules, staff support, collecting data and reporting and other related tasks. For those air districts with communities selected by the CARB Board pursuant to Assembly Bill 617, these funds must be prioritized to support the required development and implementation of their Community Emissions Reduction Program(s) and/or Community Monitoring Plan(s).

#### 2. District Governing Board Approval:

Prior to the execution of this Grant Agreement (referred to, interchangeably, as the "Grant" or "Grant Agreement" or "Agreement"), the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB, however, the Grantee may not perform work under this Grant Agreement until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Community Air Protection Project Liaison on or before June 1, 2024.

#### 3. Reporting:

Required reporting includes the following:

##### A. California Climate Investments:

With CARB assistance and direction, the Grantee will implement reporting procedures as specified in the CARB Funding Guidelines for Agencies that Administer California Climate Investments (Funding Guidelines) to provide CARB program level information for jobs and outreach events and funds used to cover administrative costs. Grantee is required to report on outreach events, while only

## **Exhibit A**

those grantees who have or will receive more than \$1,000,000 cumulatively in Greenhouse Gas Reduction Fund sourced AB 617 implementation funds are also required to report jobs. The reporting cycles cover November 1 through April 30 and May 1 through October 31. Reports are due to CARB within 30 days after the end of a reporting cycle.

### **B. Annual Reports:**

Grantee must submit annual reports to CARB beginning one year after full grant execution and continue annually through the end of the grant term, or until all funds have been liquidated. Reports, at a minimum, must include:

- a. Report number, title, Grantee name, date of submission, and grant number;
- b. Report costs associated with specific tasks (for example: identifying location for monitoring, deploying community air monitoring systems, fence-line monitoring, reporting emissions, developing a community emissions reduction program, establishing best available retrofit control technology requirements, adopting an expedited schedule for the implementation of best available retrofit control technology, community meetings or other Community Air Protection implementation efforts and outreach). Information for outreach events must include the date, location, topics, and number of attendees, for each event.
- c. Report how grant is being utilized to meet the goals of Assembly Bill 617. If applicable, include emission reductions being achieved.
- d. Summary of work completed and in progress since the last progress report;
- e. Grant funds remaining and expended; and
- f. Expenditure summary showing all Community Air Protection Program Implementation Funds for which reimbursement is being requested.

### **C. Final Report:**

Grantee must submit a Final Report to CARB by June 30, 2028. If the last annual report submittal covers expenditures for the full grant amount, that report will be accepted as the Final Report. At a minimum, the Final Report must include all required information contained in the annual report, as well as an accounting summary of funds expended and a summary of how the goals of the program have been achieved.

Reports may be submitted electronically to CARB Community Air Protection Program Liaison at [AB617ProjectLiaison@arb.ca.gov](mailto:AB617ProjectLiaison@arb.ca.gov).

## **4. Program Funding:**

### **A. Advance Payment:**

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

Grantee acknowledges that CARB has finalized Advance Payment regulations

### **Exhibit A**

which became effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

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

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

## Exhibit A

- h. The Grantee assumes legal and financial risk of the advance payment.
- i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
- j. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit annual fiscal accounting reports consistent with Section 3 Reporting of this grant agreement.
- k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on June 30, 2028 or the reversion date of the appropriation.

### **B. Grant Disbursements:**

- a. CARB will release any disbursements from the total Grant award after the Grantee submits the following to CARB:
  - i. A fully executed Grant Agreement Cover Sheet; and
  - ii. Grant Disbursement Request Form, provided by CARB to the Grantee after the grant execution. The Grantee must include an attachment to this form that documents expenditures for the implementation of the Community Air Protection Program. At a minimum, the attachment must provide information on expenditures, such costs include, selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for best available control technology and best available retrofit control technology considering the highest priority locations, and developing Community Emissions Reduction Programs which includes but is not limited to developing rules, hiring staff, collecting data, convening community steering committees, community outreach, and reporting.
  - iii. The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a CC to the CARB Project Liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. For questions regarding the current guidance, contact your CARB Project Liaison. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

**Exhibit A**  
**CARB Office of Community Air Protection Program Liaison:**

OCAP Project Liaison  
California Air Resources Board  
Office of Community Air Protection  
[AB617ProjectLiaison@arb.ca.gov](mailto:AB617ProjectLiaison@arb.ca.gov)

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

- b. No reimbursement will be made for expenses that, in the judgment of the Director of the Office of Community Air Protection or designee, are not reasonable or do not comply with the Grant Agreement.
- c. No reimbursement will be made for expenses towards the administration of programs which already receive state funds for administration. Please refer any questions to CARB Community Air Protection Program Liaison, at [AB617ProjectLiaison@arb.ca.gov](mailto:AB617ProjectLiaison@arb.ca.gov), or the Program designee.
- d. Any disbursement will take into consideration whether an advance payment had been received.

**C. Earned Interest, Returned and Recaptured funds:**

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

- a. Such funds must be reported to CARB.
- b. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on program, as follows:
  - i. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method;
  - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned program funds;
  - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs; and
- c. Such funds must be fully liquidated or returned to CARB by completion of the program or by June 30, 2028, whichever comes first. Grantee shall

**Exhibit A**

report all such funds to CARB annually until complete liquidation or return of funds or June 30, 2028, whichever comes first.

- d. Documentation of expenditure made on those funds or returned to CARB must be:
  - i. Retained for a minimum of three years after it is generated; and
  - ii. Provided to CARB in Annual Reports and Final Report.

5. **Grant Amendment:**

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



## Exhibit A

### General Terms and Conditions:

1. **Grant Objectives:** The California Air Resources Board (CARB) is providing money from the Greenhouse Gas Reduction Fund (GGRF) to support incentive projects that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of Assembly Bill (AB) 617 (Chapter 254, Statutes of 2017).
  - a. In accordance with Assembly Bill (AB) 102, section 15.14, 25 percent of the Fiscal Year 2023-2024 local air district implementation GGRF funds allocated under this Grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.
  
2. **Use of Terms:** A subgrant or subaward is a grant or award provided by the Grantee pursuant to this Grant Agreement to a "subawardee" or "subgrantee" that is used to support a project that the subawardee or subgrantee carries out in support of their own program. The subawardee or subgrantee has responsibility for programmatic decision-making and does not make a "profit" or otherwise receive reimbursement in excess of its actual costs. In contrast, Grantee hires a "contractor" or "vendor" under a procurement contract to provide goods and services for items the Grantee itself needs to carry out this Grant. A contractor or vendor does not make programmatic decisions but simply provides the goods and services to the Grantee in the same manner they do with other customers. Subawardee, subgrantee, contractor, and vendor are collectively referred to herein as "Recipient".
  
3. **Additional Remedies:**
  - a. Without limiting any of the parties' other remedies, and subject to Section 15 – Disputes below, in the event that CARB determines that recouping some or all of the grant funds is necessary due to material breach, which includes, by way of example, but not limitation, falsification, mispending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of this Grant Agreement in a material way, Grantee agrees to return some or all of the grant funds, as requested by CARB, which shall not be greater than the amount of grant funds disbursed to Grantee which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds, within sixty (60) days of written notification from CARB. In addition, CARB may seek other remedies available by law.
  - b. Grantee understands, acknowledges and agrees that Grantee's failure to comply in whole or in part with any material term or condition of this Grant Agreement is, in each instance, a material breach of the Grant Agreement. The parties agree that there may be certain material breaches that will result in undue hardship and damages to the State of California and CARB, some or all of which is impossible to easily calculate. Grantee understands, acknowledges and agrees that Grantee's said compliance is a precondition to the award and distribution of Grant Funds and a continuing obligation

### **Exhibit A**

of Grantee during the Term of the Grant Agreement and for any additional time period required by law or this Grant Agreement (e.g., required records retention periods).

- c. Subject to Section 15 – Disputes below, in the event that CARB determines recouping some or all of the grant funds awarded to a Recipient is necessary due to Recipient’s material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of this Grant Agreement in a material way, Grantee agrees to take all reasonable and timely efforts to require said Recipient, within sixty (60) days of written notification from CARB, to return some or all of the grant funds, as requested by CARB, which shall not exceed the amount of grant funds which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds.
- d. The Parties agree that quantifying the losses arising from a material breach by a Recipient may be inherently difficult insofar as the breach may cause CARB and the State of California irreparable, serious or substantial harm or damage to taxpayers or to the environment. The Parties further stipulate that the amount in subsection 2.c. above of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon the Parties’ experience and given the nature of the losses that may result from said breach. The Parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.
- e. The rights and obligations stated in this Grant Agreement shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by any third party.
- f. CARB reserves the right to prohibit any Grantee or Recipient from participating in existing or future CARB programs, projects or grants due to its non-compliance with any applicable term or condition of this Grant Agreement or due to misinformation, misrepresentation, fraud, misuse of funds as it relates to this Grant Agreement or as otherwise allowed by any law.
- g. Grantee shall, for each occurrence, document and immediately report to CARB any and all suspected or known breach of agreement, fraud, misrepresentations, abuse of discretion or misuse of Grant funds by a Recipient.
- h. Grantee shall fully cooperate and work with CARB to investigate, resolve and take appropriate action to enforce the terms and conditions of the Grant Agreement and each agreement funded by this Grant Agreement, including appropriately prosecuting or litigating any civil or criminal claims (including for recapture of Grant Funds) as determined reasonably necessary by CARB or its representative, in consultation with Grantee.
- i. Alternative Enforcement. The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power or prosecuting any violation of law.

## Exhibit A

- 4. Additional Required Terms for Recipient Agreements Funded by this Grant:** All written agreements and amendments executed after the effective date of this Grant Agreement, including but not limited to subawards, subgrants, and procurement contracts, entered into by and between Grantee and a Recipient using or applying Grant Funds (in whole or in part) to fulfill or perform any provision of this Grant Agreement shall also contain the following language (or similar language with the same meaning and intent) listed below to the extent applicable or feasible as determined by Grantee.
- a. Conflict of interest. Recipient certifies, represents and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said agreement is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required by said applicable federal or state law as they pertain to Recipient's agreement. Recipient further certifies, represents and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Recipient's ability to impartially perform under, or complete the tasks described in the agreement with Grantee. The Recipient acknowledges, understands and accepts that Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. The Recipient acknowledges, understands and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. The Recipient certifies, represents and warrants that Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.
  - b. Cooperation with Audits. Recipient shall cooperate fully, without delay, in all audits, inquiries and investigations initiated by or on behalf of the Grantee and/or the State of California concerning or relating to compliance with local, state or federal air quality laws, or compliance with the Grant Agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.
  - c. Payment (Recapture) on Demand. Recipient shall, upon notification by the Grantee and/or CARB or their authorized representative(s) of an overpayment, a wrongful payment or a violation of or failure to comply with the agreement remit to the Grantee or its authorized representative the requested amount within 60 days from the date of issuance of said notice.
  - d. Third Party Beneficiary. The Recipient acknowledges, accepts and agrees that the State of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to the agreement.
  - e. Authorized Signature. The Recipient agrees and acknowledges that it has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made therein are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest response may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. The Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, the Recipient may be in a violation of the California False Claims Act

### **Exhibit A**

(Government Code Section 12650 et seq.). Recipient certifies, represents and warrants that the individual signing on its behalf herein below is an authorized representative of Recipient with full power and legal authority to sign below and by said signature Recipient is bound to and will comply with all terms, conditions and obligations set forth in the agreement, as applicable.

- f. Compliance with Air Quality Laws. Recipient understands, acknowledges and agrees that compliance with all applicable federal, state and local air quality rules, regulations and statutes is a precondition to the receipt or use of Grant funds and is a continuing obligation during the term of the agreement and for any other period required by federal or state law.
- g. If either the Grantee or the state of California determines, within its or their sole and absolute discretion, that recouping some or all of the grant funds awarded to a Recipient is necessary due to Recipient's material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of the agreement in a material way, then Recipient, upon demand, shall pay to Grantee or the state of California as recaptured funds or liquidated damages, some or all grant funds, as requested by the state of California, which shall not exceed the amount of grant funds which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds. The Recipient agrees that quantifying the losses arising from a breach may be inherently difficult insofar as breach may cause the state of California or the Grantee irreparable, serious or substantial harm or damage, including to taxpayers or to the environment. Recipient further stipulates that the agreed upon amount of recaptured funds or liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The Recipient agrees that the recaptured funds or liquidated damages have been computed, estimated and agreed upon by all parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.
- h. Nothing stated herein above in any way limits, prevents or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power or prosecuting any violation of law against Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, subawardees, subgrantees, or any third parties.
- i. Survival. Recipient acknowledges, agrees and accepts that those sections and provisions pertaining to indemnity, recordkeeping, audit, assurances, third party beneficiary status, remedies for non-compliance with material terms and conditions, return or recapture of funds, liquidated damages, requirements under state and federal law, conflict of interest, and confidentiality, shall survive the termination, cancellation or expiration of the agreement.
- j. All Recipient agreements must also contain, at a minimum, all of the following:

### Exhibit A

- i. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
  - ii. A detailed budget and timeline.
  - iii. Provisions that allow for administrative, contractual, or legal remedies in instances where Recipient violates or breaches the agreement terms, and provide for such sanctions and penalties as may be appropriate.
  - iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
  - v. A statement that assignments are prohibited without the advanced written consent of CARB and Grantee.
  - vi. Language conforming to all provisions applicable to a subgrant or subaward of funds contained in this Grant Agreement.
5. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement or approved as required under the Grant Agreement is binding on any of the parties.
6. **Americans with Disabilities Act (ADA) and Accessibility:** Grantee must ensure that all products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its Recipients under this Grant, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant Agreement (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, level AA, and any subsequent versions, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).
- CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.
7. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.
8. **Assurances:** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any Recipient that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.
9. **Audit:** Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow

## Exhibit A

the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any agreement related to the performance of this Grant Agreement.

10. **Availability of funds:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this grant.
11. **CARB as a Third Party Beneficiary:** Grantee represents, warrants and agrees that CARB is and shall remain a third party beneficiary to any and all written agreements entered into between Grantee and any and all third parties where such agreement(s) are to fulfill or are for performance of any of the terms or conditions of this Grant Agreement.
12. **Compliance with law, regulations, etc.:** The Grantee agrees that during the term of this Grant Agreement, it will, at all times, comply with and require Recipients to comply with all applicable federal, state, and local laws, rules, guidelines, regulations, statutes, and requirements.
13. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
14. **Confidentiality:** Prior to CARB releasing any information to Grantee which CARB has designated as confidential, CARB will notify Grantee in writing of such confidential designation. Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by the Grantee. If the Grantee believes disclosure of a confidential record may be required, the Grantee shall first give CARB at least 10 calendar days written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.
15. **Conflict of interest** The Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. The Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.
16. **Disputes:** Prior to exercising any rights or remedies which may arise as a result of a breach of this Grant Agreement, or for any disagreements or conflicts arising from implementation of this Grant Agreement, the party alleging the breach, disagreement or conflict will provide the other party written notice of the term or condition which is alleged to have been breached, or the disagreement or conflict that has arisen. The Grantee shall continue with the responsibilities under this Grant Agreement during any such dispute,

## Exhibit A

unless otherwise directed in writing by CARB. Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such disputes arising from implementation of this Grant Agreement. However, any disputes that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.

- 17. Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
- 18. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of Grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of law or this Grant Agreement. Unless otherwise prohibited by law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.
- 19. Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.  
  
If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.
- 20. Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- 21. Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to contractors, subcontractors, sub-awardees, suppliers, and providers of services. The Grantee and/or its contractors, subcontractors, sub-awardees, suppliers, and providers of services, as applicable, shall be responsible for any and all disputes arising out of its contract for work on a project funded by this Grant Agreement, including but not limited to payment disputes with contractors,

## Exhibit A

subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any Recipient concerning responsibility for performance of work.

**22. Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and CARB and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance of this Grant Agreement by the Grantee.

**23. Independent contractor:** The Grantee, and its subgrantees, sub-awardees, agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

**24. Insurance:** Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to this Grant during the Term of this Grant Agreement.

If Grantee is self-insured in whole or in part, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If, at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately notify CARB of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements.

**25. Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its Recipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its Recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and Recipients shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and Recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with Recipients to perform work under this Grant Agreement.

**26. No third-party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

**27. Office of Foreign Asset Control:** The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security,



## Exhibit A

foreign policy or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. These lists can be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) SDN or other Lists. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>. Grantee shall notify CARB within 15 calendar days if it has or obtains knowledge that Grantee or any Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

In the event CARB determines that Grantee or a Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists, that shall be grounds for CARB, in its sole discretion, to terminate this Grant Agreement. CARB shall provide Grantee advance written notice of such termination.

- 28. Ownership:** All information or data received or generated by the Grantee using Grant funds under this Grant Agreement shall become the property of CARB. Any release of information or data received or generated under this Grant Agreement shall comply with all applicable local, state and federal laws, including those laws pertaining to security, personally identifiable information and confidentiality.
- 29. Personally Identifiable Information:** Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information, data, or records unless otherwise required by law, court order or subpoena.
- 30. Prevailing wages and labor compliance:** The Grantee agrees to comply with all the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this grant. The Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of Labor Code Section 1720-1861 are being met.
- 31. Professionals:** The Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 32. Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and

## Exhibit A

enforceability of the remaining provisions, or portions of those provisions, will not be affected.

- 33. Survival:** Those sections pertaining to indemnity, recordkeeping, audit, assurances, third party beneficiary status, remedies for non-compliance with material terms and conditions, return or recapture of funds, liquidated damages, requirements under state and federal law, conflict of interest, return or recapture of funds, and confidentiality, shall survive the termination, cancellation or expiration of this Grant Agreement.
- 34. Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement Cover Sheet accepting Community Air Protection Funds for Fiscal Year 2023-2024 by **November 30, 2023**.
- 35. Termination:** CARB may terminate this Grant Agreement by written notice at any time upon violation by the Grantee of any material provision of this Grant Agreement or applicable law, after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement and applicable law within thirty (30) days of receipt of written notice from CARB, or such longer period as CARB may provide at its sole discretion. Within thirty (30) days of the effective date of termination of this Grant Agreement or such longer period as CARB may provide at its sole discretion, the Grantee shall turn over all remaining Grant funds and all records, personally identifiable information ("PII"), intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Grant funds, the projects funded by the Grant funds and as otherwise required elsewhere in this Grant Agreement or as requested by CARB. For clarity, "remaining Grant funds" means the amount of Grant funds remaining after accounting for expenses incurred and agreements executed before receipt of the termination notice. "Remaining grant funds" may also include any liquidated damages or return, repayment, or recapture of Grant funds for Grantee's or a Recipient's material breach, as discussed above in Sections 2 and 3. CARB, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property and other property transferred to another entity selected by CARB.
- 36. Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete all projects funded by this Grant Award and expenditure of funds to implement the Community Air Protection Program in an expeditious manner.
- 37. Total Agreement:** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.
- 38. Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
- 39. Disbursement Deadline:** The Fiscal Year 2023-2024 Community Air Protection Program Funds specified in this Grant Agreement must be encumbered or expended by **June 30, 2026**. Grant disbursement requests must be submitted by the Grantee to CARB no later

## Exhibit A

than **April 1, 2028** to ensure adequate time for processing prior to the end of the fiscal year. The Community Air Protection Program Fund Grant Disbursement Request Form and Advance Payment Request Form are incorporated as part of this grant agreement.

- 40. Disbursement Requests:** The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a CC to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
- 41. Liquidation and Return of Funds:** Funds not liquidated by **June 30, 2028**, must be returned by **June 30, 2028**. Expenditure of Grant Funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.
- 42. Order of precedence:** In the event of any inconsistency between the article, exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
- a. Grant Agreement Cover Sheet
  - b. Exhibit A – Grant Provisions, General Terms and Conditions
- 43. Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 44. Compliance with AB 794:** Grantee shall require that the agreements with all of their grantees, recipients, sub-grantees, contractors, subcontractors, consultants, affiliates or representatives, who receive or use any Grant Funds to support the purchase, or lease for greater than one year, of new drayage or short-haul trucks contain a requirement to comply at all times with the applicable requirements of AB 794 (2021) and AB 2737 (2022) as a condition of Grant Fund receipt or use and as a condition of participation in the Program.



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** January 4, 2024

**To:** Governing Board

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

**Subject:** Travel Report

---

**Summary:**

None.

**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:** January 4, 2024

**To:** District Governing Board

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

**Subject:** FY 2023-2024 1st Quarter Financial Reports (July 1 – September 30)

---

**Summary:**

Financial summaries for the 1st quarter of the 2023-24 fiscal year are attached. The District operates two main budgets, the General Fund, and the SB 270.

The General Fund Budget's income and expenses are traditional air pollution control activities within the tri-county boundaries, with exception of any air pollution control income and expenses related to the City of Los Angeles' water-diversion activities. The General Fund also has three sub-budgets: The Owens Lake Trust Fund, the Clean Air Projects Program, and the Keeler Dunes Dust Control Project. Reports on these budgets are also included in this summary. Funds for all the budgets are held in the Inyo County Treasury.

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

**Fiscal Impact:**

None

**Board Action:**

None. Informational only.

**Attachment:**

1. FY 2023-24 1st Quarter Financial Reports (July 1 – September 30)



# General Fund (excl. KD) 1st Quarter Budget Report

	2023-2024 Original Budget	2023-2024 Adjusted Budget	2023-2024 Balance	2023-2024 Remaining	% Used
<b>4 - Revenue</b>					
02 - Fees and Permits					
4010 - ARF Annual Renewal Fee	\$ 380,000	\$ 380,000	\$ 53,919	\$ 326,082	14%
4011 - ATC Authority to Construct	\$ 100,000	\$ 100,000	\$ 692	\$ 99,308	1%
4012 - CMP Conservation Management Plan	\$ 2,000	\$ 2,000	\$ 70	\$ 1,930	4%
4014 - SMP Smoke Management Plan	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	0%
4015 - Asbestos	\$ 8,000	\$ 8,000	\$ 3,835	\$ 4,165	48%
4020 - Permit Modification Fee	\$ 5,000	\$ 5,000	\$ 848	\$ 4,152	17%
4021 - Application Fees	\$ 2,000	\$ 2,000	\$ 1,000	\$ 1,000	50%
<b>02 - Fees and Permits Totals:</b>	<b>\$ 507,000</b>	<b>\$ 507,000</b>	<b>\$ 60,364</b>	<b>\$ 446,637</b>	<b>12%</b>
03 - Fines and Penalties					
4040 - Penalties and Late Fees	\$ 9,000	\$ 9,000	\$ 1,875	\$ 7,125	21%
4041 - NOV Notice of Violation	\$ 4,000	\$ 4,000	\$ 250	\$ 3,750	6%
<b>03 - Fines and Penalties Totals:</b>	<b>\$ 13,000</b>	<b>\$ 13,000</b>	<b>\$ 2,125</b>	<b>\$ 10,875</b>	<b>16%</b>
05 - Intergovernmental Revenue					
4100 - Intergovernmental Revenue - State	\$ 29,500	\$ 29,500	\$ 179,770	\$ 150,270	609%
4101 - Intergovernmental Revenue - State Subvention	\$ 133,600	\$ 133,600	\$ -	\$ 133,600	0%
4102 - Intergovernmental Revenue - State - PERP	\$ 20,000	\$ 20,000	\$ 28,869	\$ 8,869	144%
4200 - Intergovernmental Revenue - Federal	\$ 136,462	\$ 136,462	\$ 83,060	\$ 53,402	61%
4300 - Intergovernmental Revenue - Other Gov't Agencies	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	100%
<b>05 - Intergovernmental Revenue Totals:</b>	<b>\$ 344,562</b>	<b>\$ 344,562</b>	<b>\$ 316,699</b>	<b>\$ 27,863</b>	<b>92%</b>
07 - Miscellaneous Revenue					
4420 - Miscellaneous Revenue	\$ 1,000	\$ 1,000	\$ 134	\$ 866	13%
<b>07 - Miscellaneous Revenue Totals:</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 134</b>	<b>\$ 866</b>	<b>13%</b>
08 - Other Revenue					
4500 - Sale of Assets	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	0%
4510 - Transfer In/Transfer Out	\$ 220,000	\$ 220,000	\$ -	\$ 220,000	0%
<b>08 - Other Revenue Totals:</b>	<b>\$ 225,000</b>	<b>\$ 225,000</b>	<b>\$ -</b>	<b>\$ 225,000</b>	<b>0%</b>
<b>4 - Revenue Totals:</b>	<b>\$ 1,090,562</b>	<b>\$ 1,090,562</b>	<b>\$ 379,322</b>	<b>\$ 711,240</b>	<b>35%</b>

## 5 - Expense

51 - Salaries and Employee Benefits					
5001 - Salary	\$ 430,000	\$ 430,000	\$ 82,247	\$ 347,753	19%
5003 - Longevity	\$ 6,000	\$ 6,000	\$ 1,204	\$ 4,797	20%
5040 - Governing Board Stipend	\$ 1,000	\$ 1,000	\$ 150	\$ 850	15%
5080 - ER Paid EE Classic Retirement Expense	\$ 12,000	\$ 12,000	\$ 2,223	\$ 9,777	19%
5081 - ER Classic Retirement Expense	\$ 21,000	\$ 21,000	\$ 11,627	\$ 9,373	55%
5082 - ER PEPRA Retirement Expense	\$ 22,500	\$ 22,500	\$ 5,025	\$ 17,476	22%
5101 - Life Insurance	\$ 500	\$ 500	\$ 194	\$ 306	39%
5102 - Health Insurance	\$ 115,000	\$ 115,000	\$ 26,476	\$ 88,524	23%

General Fund (excl. KD) 1st Quarter Budget Report

For Fiscal: 2023-2024 Period Ending: 9/30/2023

	2023-2024 Original Budget	2023-2024 Adjusted Budget	2023-2024 Balance	2023-2024 Remaining	% Used
5120 - CA SUI & ETT Tax	\$ 500	\$ 500	\$ -	\$ 500	0%
5125 - Workers' Compensation	\$ 5,500	\$ 5,500	\$ 2,879	\$ 2,621	52%
5130 - ER Paid EE FICA & SDI	\$ 42,000	\$ 42,000	\$ 8,827	\$ 33,173	21%
5131 - Social Security Tax	\$ 30,000	\$ 30,000	\$ 6,252	\$ 23,749	21%
5132 - Medicare Tax	\$ 7,000	\$ 7,000	\$ 1,616	\$ 5,384	23%
<b>51 - Salaries and Employee Benefits Totals:</b>	<b>\$ 693,000</b>	<b>\$ 693,000</b>	<b>\$ 148,719</b>	<b>\$ 544,281</b>	<b>21%</b>
52 - Services and Supplies					
5205 - Health and Safety	\$ 6,000	\$ 6,000	\$ 8	\$ 5,992	0%
5215 - Dues, Memberships, Subscriptions, Fees	\$ 19,976	\$ 19,976	\$ 648	\$ 19,328	3%
5220 - Housekeeping	\$ 2,000	\$ 2,000	\$ 239	\$ 1,761	12%
5225 - Insurance	\$ 25,000	\$ 25,000	\$ 30,496	\$ (5,496)	122%
5230 - General Equip Maintenance & Repair	\$ 7,800	\$ 7,800	\$ 148	\$ 7,652	2%
5231 - Vehicle Maintenance & Repair	\$ 7,500	\$ 7,856	\$ 372	\$ 7,484	5%
5232 - Scientific Equip Maintenance & Repair	\$ 69,000	\$ 69,899	\$ 3,602	\$ 66,297	5%
5233 - Office & Site Maintenance & Repair	\$ 12,000	\$ 12,000	\$ 131	\$ 11,869	1%
5250 - Office Expense	\$ 8,000	\$ 8,000	\$ 223	\$ 7,778	3%
5260 - Professional and Specialized Services	\$ 22,500	\$ 30,546	\$ 1,095	\$ 29,452	4%
5270 - Publications and Legal Notices	\$ 2,500	\$ 2,500	\$ 999	\$ 1,501	40%
5280 - Rents and Leases - Equipment	\$ 550	\$ 550	\$ -	\$ 550	0%
5281 - Rents and Leases - Buildings	\$ 1,800	\$ 1,800	\$ (3,400)	\$ 5,200	-189%
5282 - Rents and Leases - Sites	\$ 15,275	\$ 15,275	\$ 10,085	\$ 5,190	66%
5283 - Rents and Leases -Storage and Parking	\$ 750	\$ 750	\$ 219	\$ 531	29%
5290 - Equipment <\$5000 - Office	\$ 15,025	\$ 15,025	\$ 744	\$ 14,281	5%
5291 - Equipment <\$5000 - Field	\$ 4,000	\$ 4,000	\$ 260	\$ 3,740	7%
5292 - Equipment <\$5000 - Lab	\$ 27,000	\$ 27,000	\$ 118	\$ 26,882	0%
5293 - Equipment <\$5000 - Software	\$ 15,886	\$ 17,136	\$ 5,970	\$ 11,166	35%
5295 - Field Supplies and Tools	\$ 9,500	\$ 9,500	\$ 115	\$ 9,385	1%
5300 - Transportation and Travel	\$ 22,650	\$ 22,650	\$ 492	\$ 22,158	2%
5301 - Fuel	\$ 4,000	\$ 4,000	\$ 258	\$ 3,742	6%
5310 - Electricity	\$ 5,000	\$ 5,000	\$ 276	\$ 4,724	6%
5311 - Communications	\$ 9,350	\$ 9,350	\$ 1,713	\$ 7,637	18%
5313 - Trash Service	\$ 250	\$ 250	\$ 13	\$ 237	5%
5314 - Water/Sewer Service	\$ 1,200	\$ 1,200	\$ 1,097	\$ 103	91%
5510 - Taxes and Assessments	\$ 50	\$ 50	\$ -	\$ 50	0%
5540 - Grants to Other Entities	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	0%
<b>52 - Services and Supplies Totals:</b>	<b>\$ 324,562</b>	<b>\$ 335,114</b>	<b>\$ 55,922</b>	<b>\$ 279,192</b>	<b>17%</b>
53 - Capital Outlay					
5400 - Capital Equipment	\$ 42,000	\$ 42,000	\$ -	\$ 42,000	0%
5401 - Vehicles	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	0%
5403 - Building Improvements	\$ 16,000	\$ 16,998	\$ 1,047	\$ 15,951	6%
<b>53 - Capital Outlay Totals:</b>	<b>\$ 73,000</b>	<b>\$ 73,998</b>	<b>\$ 1,047</b>	<b>\$ 72,951</b>	<b>1%</b>
<b>5 - Expense Totals:</b>	<b>\$ 1,090,562</b>	<b>\$ 1,102,112</b>	<b>\$ 205,688</b>	<b>\$ 896,424</b>	<b>19%</b>

General Fund Reserves balance as of 9/30/2023 = \$1,395,096

Asset Equipment Reserves balance as of 9/30/2023 = \$139,716



# SB270 1st Quarter Budget Report

	2023-2024 Original Budget	2023-2024 Adjusted Budget	2023-2024 YTD Activity	2023-2024 Remaining	% Used
<b>4 - Revenue</b>					
01 - Assessments					
4001 - Assessments	\$ 8,160,000	\$ 8,160,000	\$ 8,086,853	\$ (73,147)	99%
<b>01 - Assessments Totals:</b>	<b>\$ 8,160,000</b>	<b>\$ 8,160,000</b>	<b>\$ 8,086,853</b>	<b>\$ (73,147)</b>	<b>99%</b>
07 - Miscellaneous Revenue					
4420 - Miscellaneous Revenue	\$ -	\$ -	\$ 782	\$ 782	0%
<b>07 - Miscellaneous Revenue Totals:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 782</b>	<b>\$ 782</b>	<b>0%</b>
<b>4 - Revenue Totals:</b>	<b>\$ 8,160,000</b>	<b>\$ 8,160,000</b>	<b>\$ 8,087,635</b>	<b>\$ (72,365)</b>	<b>99%</b>
<b>5 - Expense</b>					
51 - Salaries and Employee Benefits					
5001 - Salary	\$ 2,005,000	\$ 2,005,000	\$ 410,594	\$ 1,594,406	20%
5003 - Longevity	\$ 49,000	\$ 49,000	\$ 10,174	\$ 38,826	21%
5040 - Governing Board Stipend	\$ 3,600	\$ 3,600	\$ 850	\$ 2,750	24%
5080 - ER Paid EE Classic Retirement Expense	\$ 118,000	\$ 118,000	\$ 20,147	\$ 97,853	17%
5081 - ER Classic Retirement Expense	\$ 435,000	\$ 435,000	\$ 285,680	\$ 149,320	66%
5082 - ER PEPRA Retirement Expense	\$ 53,000	\$ 53,000	\$ 12,484	\$ 40,516	24%
5101 - Life Insurance	\$ 2,300	\$ 2,300	\$ 834	\$ 1,466	36%
5102 - Health Insurance	\$ 515,000	\$ 515,000	\$ 122,699	\$ 392,301	24%
5120 - CA SUI & ETT Tax	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	0%
5125 - Workers' Compensation	\$ 26,000	\$ 26,000	\$ 16,315	\$ 9,685	63%
5130 - ER Paid EE FICA & SDI	\$ 171,000	\$ 171,000	\$ 43,761	\$ 127,239	26%
5131 - Social Security Tax	\$ 138,000	\$ 138,000	\$ 31,089	\$ 106,911	23%
5132 - Medicare Tax	\$ 35,000	\$ 35,000	\$ 7,891	\$ 27,109	23%
<b>51 - Salaries and Employee Benefits Totals:</b>	<b>\$ 3,553,400</b>	<b>\$ 3,553,400</b>	<b>\$ 962,518</b>	<b>\$ 2,590,882</b>	<b>27%</b>
52 - Services and Supplies					
5205 - Health and Safety	\$ 15,000	\$ 15,000	\$ 72	\$ 14,928	0%
5215 - Dues, Memberships, Subscriptions, Fees	\$ 77,100	\$ 77,100	\$ 7,099	\$ 70,001	9%
5220 - Housekeeping	\$ 15,500	\$ 15,500	\$ 1,352	\$ 14,148	9%
5225 - Insurance	\$ 145,000	\$ 145,000	\$ 172,809	\$ (27,809)	119%
5230 - General Equip Maintenance & Repair	\$ 63,800	\$ 63,800	\$ 1,074	\$ 62,726	2%
5231 - Vehicle Maintenance & Repair	\$ 22,500	\$ 24,519	\$ 6,009	\$ 18,510	25%
5232 - Scientific Equip Maintenance & Repair	\$ 177,300	\$ 179,373	\$ 15,518	\$ 163,855	9%
5233 - Office & Site Maintenance & Repair	\$ 58,250	\$ 58,250	\$ 2,666	\$ 55,584	5%
5250 - Office Expense	\$ 7,500	\$ 7,500	\$ 1,024	\$ 6,476	14%
5260 - Professional and Specialized Services	\$ 3,281,850	\$ 3,987,611	\$ 128,158	\$ 3,859,453	3%
5270 - Publications and Legal Notices	\$ 8,000	\$ 8,000	\$ 1,347	\$ 6,653	17%
5280 - Rents and Leases - Equipment	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	0%
5281 - Rents and Leases - Buildings	\$ 15,200	\$ 15,200	\$ 4,980	\$ 10,220	33%
5282 - Rents and Leases - Sites	\$ 2,250	\$ 2,250	\$ 440	\$ 1,810	20%
5283 - Rents and Leases -Storage and Parking	\$ 5,500	\$ 5,500	\$ 1,641	\$ 3,859	30%
5290 - Equipment <\$5000 - Office	\$ 80,450	\$ 80,450	\$ 12,368	\$ 68,082	15%



**SB270 1st Quarter Budget Report**

**For Fiscal: 2023-2024 Period Ending: 9/30/2023**

	2023-2024 Original Budget	2023-2024 Adjusted Budget	2023-2024 YTD Activity	2023-2024 Remaining	% Used
5291 - Equipment <\$5000 - Field	\$ 32,500	\$ 32,500	\$ 762	\$ 31,738	2%
5292 - Equipment <\$5000 - Lab	\$ 42,500	\$ 42,500	\$ 1,062	\$ 41,438	2%
5293 - Equipment <\$5000 - Software	\$ 67,000	\$ 80,750	\$ 47,195	\$ 33,555	58%
5295 - Field Supplies and Tools	\$ 12,000	\$ 12,000	\$ 296	\$ 11,704	2%
5300 - Transportation and Travel	\$ 64,000	\$ 64,000	\$ 1,832	\$ 62,168	3%
5301 - Fuel	\$ 40,000	\$ 40,000	\$ 6,686	\$ 33,314	17%
5310 - Electricity	\$ 47,000	\$ 47,000	\$ 12,138	\$ 34,862	26%
5311 - Communications	\$ 42,000	\$ 42,000	\$ 7,601	\$ 34,399	18%
5312 - Propane	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	0%
5313 - Trash Service	\$ 3,250	\$ 3,250	\$ 576	\$ 2,674	18%
5314 - Water/Sewer Service	\$ 7,750	\$ 7,750	\$ 6,384	\$ 1,366	82%
5320 - Contingencies	\$ 25,000	\$ 25,000	\$ -	\$ 25,000	0%
5510 - Taxes and Assessments	\$ 150	\$ 150	\$ -	\$ 150	0%
<b>52 - Services and Supplies Totals:</b>	<b>\$ 4,362,350</b>	<b>\$ 5,085,953</b>	<b>\$ 441,088</b>	<b>\$ 4,644,865</b>	<b>9%</b>
<b>53 - Capital Outlay</b>					
5400 - Capital Equipment	\$ 40,000	\$ 40,000	\$ -	\$ 40,000	0%
5401 - Vehicles	\$ 110,000	\$ 205,416	\$ 95,416	\$ 110,000	46%
5403 - Building Improvements	\$ 89,250	\$ 94,905	\$ 5,935	\$ 88,970	6%
<b>53 - Capital Outlay Totals:</b>	<b>\$ 239,250</b>	<b>\$ 340,322</b>	<b>\$ 101,351</b>	<b>\$ 238,970</b>	<b>30%</b>
<b>54 - Other Expenditures</b>					
5550 - Public Outreach & Education	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	0%
<b>54 - Other Expenditures Totals:</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ 5,000</b>	<b>0%</b>
<b>5 - Expense Totals:</b>	<b>\$ 8,160,000</b>	<b>\$ 8,984,674</b>	<b>\$ 1,504,958</b>	<b>\$ 7,479,717</b>	<b>17%</b>

SB 270 Fund Reserves balance as of 9/30/2023 = \$3,426,901

SB 270 Asset Equipment Reserves balance as of 9/30/2023 = \$300,351



# Keeler Dunes 1st Quarter Budget Report

	2023-2024 Original Budget	2023-2024 Adjusted Budget	2023-2024 YTD Activity	2023-2024 Remaining	% Used
<b>4 - Revenue</b>					
55 - Other Financing Uses					
4510 - Transfer In/Transfer Out	\$ 325,653	\$ 325,653	\$ -	\$ 325,653	0%
<b>55 - Other Financing Uses Totals:</b>	<b>\$ 325,653</b>	<b>\$ 325,653</b>	<b>\$ -</b>	<b>\$ 325,653</b>	<b>0%</b>
<b>4 - Revenue Totals:</b>	<b>\$ 325,653</b>	<b>\$ 325,653</b>	<b>\$ -</b>	<b>\$ 325,653</b>	<b>0%</b>
<b>5 - Expense</b>					
51 - Salaries and Employee Benefits					
5001 - Salary	\$ 68,153	\$ 68,153	\$ 13,749	\$ 54,404	20%
<b>51 - Salaries and Employee Benefits Totals:</b>	<b>\$ 68,153</b>	<b>\$ 68,153</b>	<b>\$ 13,749</b>	<b>\$ 54,404</b>	<b>20%</b>
52 - Services and Supplies					
5215 - Dues, Memberships, Subscriptions, Fees	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	0%
5230 - General Equip Maintenance & Repair	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	0%
5231 - Vehicle Maintenance & Repair	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	0%
5233 - Office & Site Maintenance & Repair	\$ 15,000	\$ 15,000	\$ 108	\$ 14,892	1%
5260 - Professional and Specialized Services	\$ 182,000	\$ 262,039	\$ 18,493	\$ 243,546	7%
5295 - Field Supplies and Tools	\$ 14,000	\$ 14,000	\$ -	\$ 14,000	0%
5301 - Fuel	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	0%
5314 - Water/Sewer Service	\$ 8,500	\$ 8,500	\$ 875	\$ 7,625	10%
<b>52 - Services and Supplies Totals:</b>	<b>\$ 257,500</b>	<b>\$ 337,539</b>	<b>\$ 19,476</b>	<b>\$ 318,063</b>	<b>6%</b>
<b>5 - Expense Totals:</b>	<b>\$ 325,653</b>	<b>\$ 405,692</b>	<b>\$ 33,225</b>	<b>\$ 375,467</b>	<b>8%</b>



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

### BOARD REPORT

**Mtg. Date:** January 4, 2024

**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.