C5. See C4, above.

C6. The proposed project will only attempt to measure the rates and direction of flow of any surface waters in Components 3 and 5.

C7. Component 1 will pump water from three existing wells drilled by Great Basin in 1990. While the two wells at the River Site are artesian, they are capped and are not allowed to flow freely. The proposed pumping rates for Component 1 will be based on well yields obtained from short and long term pump tests carried out at the wells in 1990 and 1991. Groundwater aquifers, surface springs and existing wetlands will be monitored before, during and after project pumping to ensure that long and short term pumping will not adversely affect groundwater supplies.

C8. Long term pump tests at Great Basin's Shallow River and Mill Site wells have indicated that there is a very small possibility that excessive groundwater pumping may have an adverse effect on the town of Keeler's water supply. Monitoring wells in the area and Keeler's well will be monitored during pumping to ensure that Keeler's water supply is not threatened. One of the purposes of Component 4 is to expand the understanding of the area's groundwater aquifers so that groundwater resources can be developed without threatening existing water supplies

C9. The proposed project will not expose personnel or facilities to flooding. The flows proposed in Component 1 are too low to produce "flash floods", and the ponding that may result is in an area that is uninhabited.

C10. No known thermal springs will be effected by the project.

D. Plant Life

D1. Most of the Project Components will not involve changes to existing vegetation. Pipeline placement for the south test area in Component 1 may cross some vegetated areas. However, no significant impacts to vegetation is expected. The pipeline will be placed on the ground surface, and access will be kept to the minimum necessary. A biologist will survey the south pipeline route for Component 1 and access roads for all project components in advance and select the least damaging routes. Construction, maintenance, and research crews will be instructed to use designated access routes and minimize any vegetation disturbance.

D2. There is a remote possibility that three sensitive plant

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species could be encountered (see Environmental Setting). To avoid the possibility of impacts, all moist alkaline grassland areas which could be affected by any construction, access roads, piezometer placement, or other investigative procedure will be surveyed in advance by a biologist. As noted above, the entire pipeline route for the southern test site will be surveyed. Impacts to any sensitive species will be avoided.

D3. No new plant species will be introduced into the area by the project. Component 1, northern test site, will involve some planting but only materials from locally-adapted native species will be used. Greenhouse tests in Component 6 will also only use local native plants.

D4. No agricultural areas are included in the project area. Some cattle grazing does occur.

E. Animal Life

E1. No significant adverse impacts to wildlife are expected. As noted above, only minimal affects on vegetated areas is expected. Construction, maintenance, and research personnel will be instructed to avoid any disturbance to wildlife, including the Tule elk and water birds, encountered while in the field.

E2. The Owens dune weevil is known from several locations in dune areas on the northeastern shore of Owens Lake, near Swansea. These dunes are immediately adjacent to the northern test area of Component One. Other dune areas on the northern shore and around the east side to south of Keeler have been mapped by the BLM as potential habitat for this species.

Access to all of the Project Components will be selected in advance to avoid any new disturbance to dune areas. Construction, maintenance, and research personnel will be instructed to use only designated routes, thus avoiding impacts to the dune weevil.

The Owens Tui Chub and Owens Pupfish are not known to occur in any of the springs or ponds within Owens Lake. None of the project components will affect springs in and around the Lake which could be considered as potential sites for transplanting these fish in the future.

The Western Snowy Plover is known to nest in all parts of Owens Lake. Male Snowy Plovers begin arriving in March, and start establishing breeding territories. If forced to move, it is likely they may abandon breeding for that season. The young become independent enough to leave the

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nesting site by mid-to late September. The breeding season coincides with the period when the Lake bed surface is most stable and construction must be carried out. It will be impossible for all project components to completely avoid nesting areas. Any particular line of access to a project would have only limited potential to intersect a nest site since Snowy Plover nests are typically widely and sparsely distributed over a large area.

During previous similar remediation tests carried out by the GBUAPCD, trained survey staff were able to mark out routes free of Plover nests for the major routes to and from the project sites. This mitigation, to be carried out by a trained biologist, it incorporated into this pilot as well, and will greatly reduce the impact on the Snowy Plovers.

Along the individual pilot transects, dune fences and pipelines, all construction, maintenance, and research crews will be briefed on the Plover's presence and habits. Disturbance of Snowy Plover behavior and habitat, in particular, nesting sites, will be avoided as much as possible. Over the course of the three years that parts of the project will be in operation, it is anticipated that some minor impacts may still occur, affecting the resident Plovers, primarily the disturbance of a few nesting individuals. This impact is not considered significant, due to the small numbers affected, the large area of the Lake unaffected, and the overall improvement to the Plover habitat which can result from the implementation of a full remediation plan.

The Owens Valley California Vole occurs in meadow habitats. It has been identified in pasture lands in the southwest shore zone of the Lake. It is remotely possible that this species could be encountered by some of the field investigations or during the placement of the pipeline connecting the Mill Well Site to the southern test site in Component One. Surveys to avoid vegetation disturbance as noted in D. above will reduce impacts to this species. Areas that have already received substantial habitat damage via cattle trampling will receive only cursory surveying. Prior to placing the pipeline or locating any test equipment in grassy areas, a biologist will examine the area for signs of burrow or runway activity. Any areas of dense vole population discovered will be avoided, thus eliminating the potential for any significant adverse impact.

E3. No new species will be introduced into the area.

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E4. The habitat provided by the project site is hostile to most animal life, a circumstance which will not be changed significantly by the project. Habitat suitable for waterfowl and shorebirds may be slightly improved by the discharges from Component 1, however this may only be a temporary condition.

F. Noise

F1. This project will not generate significant additional noise. The installation of Components 1,2,3 and 7 will be a source of intermittent light equipment noise during the daylight hours, but the nearest receptors are too far away (3-10 miles), for the effect to be noticeable.

F2. The project will not subject anyone to severe noise levels. The project will only generate noise during the installation period.

G. Light and Glare

G1. The proposed project will not result in nighttime lighting in the area.

H. Land Use

H1. No alteration of land use is proposed by or will result from this project.

I. Natural Resources

I1. Component 1 will temporarily increase the rate of renewable natural resource use. Water from all three wells will be pumped in excess of natural flow rates. Flow rates from each of the three wells is expected to be in the range of 3.5 to 4.5 cubic feet per second.

I2. The project will not deplete any nonrenewable resources.

J. Risk of Upset

J1. The proposed project does not pose any risk of upset.

J2. The project will not interfere with any emergency response plan as none exists due to the fact that the area is without population or facilities subject to such a plan.

K. Population

K1. The project will not effect the area's population characteristics since it is does not propose any changes

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to the existing personnel involved in current operations.

L. Housing

L1. The project will not bring any new, permanent residents into the area, and will not generate any demand for temporary housing (See K1, above).

M. Transportation

M1. Some additional traffic will be generated by this project. During the construction and monitoring period of the pilot small numbers of four-wheel drive vehicles will be using the Lake bed surface, and the roads around the Lake.

M2. The project will not generate any additional parking demand over the current levels.

M3. See M1.

M4. No transportation patterns now in existence will be altered by this project.

M5. See M4, above.

M6. The project will not increase any traffic hazards to ground transportation modes since no significant changes in traffic will result.

N. Public Services

N1. The project will not affect fire services since it takes place on the dry Lake bed, which is devoid of flammable materials.

N2. The project will not affect police services above present levels.

N3. The project will not have additional effects on schools since it will not add any personnel to the area.

N4. The project will not require any changes in recreational facilities beyond existing levels because no new personnel will result from the proposed project.

N5. No additional maintenance for public facilities will be required due to the project.

N6. The project will not affect any governmental services.

O. Energy

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O1. This project will not use any significant additional fuel or energy. During construction and monitoring operations, four-wheel drive vehicles and some light equipment will be used on the Lake surface.

O2. The project will not require any new sources of fuel, or make any new demands on existing sources.

P. Utilities

P1. The project will use electric power for the operation of the three pumps proposed in Component 1.

P2. Normal radio and telephone communications systems, presently in use, will continue at existing levels.

P3. The project will not use any public water systems.

P4. The project will not use public sewer systems. Portable toilets will be used for the project personnel.

P5. The project takes place on a dry Lake bed and storm waters are typically absorbed into the bed.

P6. The project will not generate any solid waste above existing levels.

Q. Human Health

Q1. The project will not create or expose any personnel to health hazards.

Q2. The project will not expose anyone to any additional health hazards other than the dust levels currently existing on the Lake bed.

R. Aesthetics

R1. This project will not change any current views, other than the possibility of the creation of small ponds in Component 1, the test dunes in Component 2 and the intermittent use of vehicles on the Lake surface. The scale of these changes and the distance to receptors makes this impact insignificant.

S. Recreation

S1. The project takes place in an area, Owens Dry Lake, that is used for recreational purposes such as hunting and bird watching. These uses will not be impacted.

T. Cultural Resources

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T1. No prehistoric or historic sites ever existed on Lake bed itself. Sites on the Lake margins will be avoided by installing the components of the project below the 3590 foot contour.

T2. The project will not effect any historic or prehistoric building, structure or object.

T3. The project does not have any potential to cause physical changes that would effect any unique ethnic cultural values.

T4. The project will not effect any religious or sacred use of the project area.

U. Mandatory Findings of Significance

U1. The project will not degrade the environment in any significant way. It is a small-scale set of pilot projects designed to test the feasibility of dust mitigation strategies. The project has the potential to temporarily enhance the wetland values of the Lake bed.

U2. The project as defined, will not have any significant short- or long-term environmental effects. After the test period the agencies involved will have to decide on a long term mitigation plan to reduce the health hazards posed by dust from Owens Lake. This larger scale project will require further environmental documentation.

U3. There is a possibility of one other project being undertaken within the relative time frame of the proposed project. This is a proposal for the expansion of the mining operations currently taking place on the western part of the Lake, under lease to the State Lands Commission. The County of Inyo will be the CEQA Lead Agency if this project is undertaken.

U4. The proposed project will not have any environmental effects which will cause adverse effects on human beings, directly or indirectly as discussed in the preceding sections.

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MITIGATION MONITORING PLAN
PROPOSED DUST REMEDIATION PILOT PROGRAM
OWENS LAKE

1. Impact: Potential impacts to sensitive plant and animal species.

Project Modification:

a. Access for each project component will be surveyed in advance by a qualified biologist for sensitive plant and animal species. Routes will be selected which avoid disturbance to sensitive plants and animals and their habitats. All construction, maintenance and research personnel will be required to use only the designated routes.

b. Construction, maintenance and research personnel will be instructed to avoid any direct disturbance to wildlife, including the Tule Elk and water birds, encountered while in the field. Workers will be briefed on Snowy Plover presence and habits and instructed to avoid disturbing individuals, particularly those nesting. All active plover nests will be reported to CDFG and impacts avoided.

c. All moist, alkaline grassland areas which could be adversely affected by any construction, maintenance, or research activity will be surveyed in advance by a qualified biologist with the intent to identify means of avoiding habitat disturbance. Such areas that have already received substantial habitat damage via cattle trampling will receive only cursory surveying. Any grassy areas found to have signs of vole burrows or runway activity indicating a significant population will be avoided.

d. Dune areas adjacent to Component 1 have been identified as potential habitat for the Owens Valley Dune Weevil. Access to all of the project components will be selected in advance to avoid any new disturbance to dune areas. Construction, maintenance, and research personnel will be instructed to use routes which avoid impacts to the dune weevil.

Monitoring: Great Basin Unified Air Pollution Control District will be responsible for the implementation of these mitigation measures for their Project Components (nos. 1, 3, 4, 5, 7 and 8) and the University of California will be responsible for the implementation of these mitigation measures for the Sand Dune Array Test, Vegetation Research, and Pre-bioremediation Engineering Studies Project Components (nos. 2, 6, 9).

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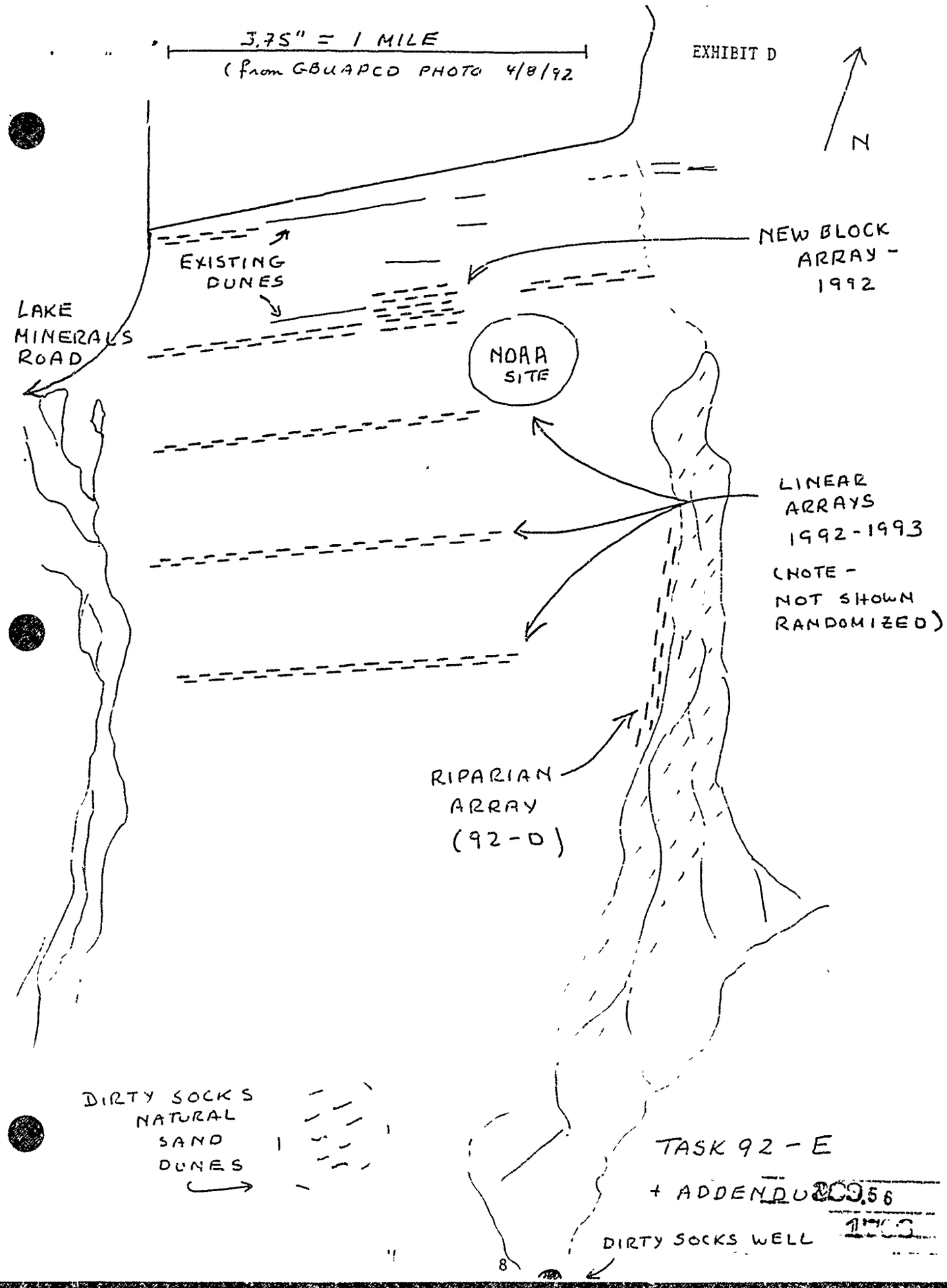
3.75" = 1 MILE
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EXHIBIT D
N
NEW BLOCK ARRAY - 1992
EXISTING DUNES
LAKE MINERALS ROAD
NORA SITE
LINEAR ARRAYS 1992-1993
(NOTE - NOT SHOWN RANDOMIZED)
RIPARIAN ARRAY (92-D)
DIRTY SOCKS NATURAL SAND DUNES
TASK 92-E
+ ADDENDUM
DIRTY SOCKS WELL

EXHIBIT "E"

MEMORANDUM OF AGREEMENT
BETWEEN THE STATE LANDS COMMISSION AND THE
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT FOR
DUST ABATEMENT ON OWENS LAKE

The California State Lands Commission (hereinafter referred to as "Commission"), and the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District"), enter into this Memorandum of Agreement (hereinafter referred to as "MOA"), on this _____ day of May, 1992 as follows:

I. RECITALS

1. WHEREAS, the Commission has exclusive jurisdiction over all navigable rivers, streams, and lakes, and is responsible for the protection and promotion of public trust values related to such bodies of water;

2. WHEREAS, Owens Lake in Inyo County (hereinafter referred to as "Owens Lake"), was historically a navigable lake and under the jurisdiction of the Commission;

3. WHEREAS, the District is an agency with jurisdiction over the implementation of emission limitations, rules, regulations, and enforcement procedures to maintain State and Federal ambient air quality standards in the Owens Valley;

4. WHEREAS, for many years the Commission and the District have met and joined together to study various means to mitigate the dust storms which arise on the bed of Owens Lake;

5. WHEREAS, in July, 1987, the United States Environmental Protection Agency (EPA) promulgated new ambient air quality standards for particulate matter less than 10 microns in diameter (PM-10);

6. WHEREAS, on August 7, 1987, the EPA identified the Owens Valley between Tinemaha Reservoir and Haiwee Reservoir as an area which violated the EPA PM-10 standards;

7. WHEREAS, the Federal Clean Air Act requires that a State Implementation Plan (SIP) be drawn up to verify the violations, identify the source of the PM-10 violations, and show how those sources will be controlled so that violations will no longer occur;

8. WHEREAS, pursuant to the mandate of the Federal Clean Air Act, the District in 1988 prepared a SIP for the Owens Lake;

9. WHEREAS, beginning in 1989, the District has secured funding from the California State Legislature for use in dust control projects on the Owens Lake;

10. NOW THEREFORE, the Commission and District now intend to further cooperate together to undertake dust mitigation projects to explore and develop methods and means to bring the ambient air qualities in the vicinity of the Owens Lake into compliance with the Federal Clean Air Act.

(ADDED pgs. 400-400.7)

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II. THE PROJECT

11. The overall goal of the Commission and the District is to reduce the PM-10 particulate arising from the bed of Owens Lake and to promote the establishment of public trust values on the lake bed. In order to achieve these goals, the Commission and the District agree to work cooperatively and to assist each other in the implementation of various components of the work to be performed. To date, the Commission and the District has identified nine projects to be undertaken in fiscal year 1992-93. These projects described in paragraphs 12 and 13 below, are collectively referred to as the "Project".

12. The University of California at Davis, California, (hereinafter referred to as "University"), under the direction of Robert Flocchini and Thomas Cahill, has drawn up a proposal for research and development of a dust mitigation project for Owens Lake. The proposal, known as the "Sand Dune Array Mitigation Test", consists of a bioremediation effort based on sand fences and dune fields. The Commission shall enter into a separate agreement with the University for implementation of the Sand Dune Array Mitigation Test. The District shall enter into a separate agreement with the Commission, pursuant to District contract, for the Commission to provide the District with research and developments data from the Sand Dune Array Mitigation Test.

13. The District has identified eight (8) additional projects related to dust abatement on the Owens Lake bed which it intends to implement. The projects are:

A. Owens Lake Wetlands Dust Mitigation Test;
B. Owens Lake Shallow Groundwater Investigation;
C. Owens Lake Deep Aquifer Investigation;
D. Surface Water Investigation;
E. Owens Lake Vegetation Research;
F. Aeolian Transport Study;
G. Continued Physical Characterization of the Owens Lake Bed; and
H. Pre-Mitigation Engineering Investigations.

These individual projects are more specifically described in a document entitled "Owens Lake Dust Mitigation Project Proposals for Fiscal Year 1992-93", dated February, 1992 and produced by the District. Except as provided in Section III and IV below, funding and implementation of these individual projects will be provided for by the District. However, the District, in its sole discretion, may enter into separate agreements, pursuant to District contract, for the Commission to provide some or all of the work or services necessary to complete some or all of these eight individual projects.

14. The Commission and the District concur that each, singularly or jointly, may engage in other activities tangential to the Project according to the dictates and policies of each agency. However, if

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either the Commission or the District decides to engage in an activity which may reasonably effect the Project, the new activity shall be coordinated with the Project so as to minimize any adverse consequences to either the District, Commission, or the Project.

III. CONSIDERATION

15. The State Legislature has appropriated $150,000 to the Commission for use by the District in dust mitigation activities on Owens Lake during the period July 1, 1991 - June 30, 1992, the third year of the Owens Lake Dust Control Project. The District hereby agrees to release this money to the Commission for its use in implementing the Sand Dune Array Mitigation Test.

16. The City of Los Angeles Department of Water and Power by separate contract with the District, has paid District $50,000 for it to develop methods and means to bring the ambient air quality in and around the Owens Lake into compliance with the Federal Clean Air Act. The District, hereby, agrees to contract with Commission, pursuant to District contract for $50,000, for the Commission to provide the District with the research and development data from the San Dune Array Mitigation Test.

17. The Commission hereby agrees to provide, at no cost to the District, sufficient acreage in and about the Owens Lake to implement the Project and to implement the establishment of public trust values; provided, however, that the availability of such lands shall be subject to prior existing rights granted by the Commission to other parties.

18. The Commission agrees to use its best efforts to obtain the quit claim of lake bed acreage currently under lease to Lake Minerals Corporation which has been identified as necessary for the Sand Dune Array Mitigation Test. However, the District acknowledges that the Commission cannot compel lake minerals to grant such a quitclaim.

19. Except as expressly provided above, neither Commission or District will be entitled to any additional consideration or compensation from each other.

IV. WORK TO BE PERFORMED

20. The Commission and District shall form a Management Team which shall be responsible for the overall coordination of the Project.

21. The Commission and District shall invite representative from the University, other State, local, and private groups to join the Owens Lake Advisory Group.

22. The Commission shall provide all administrative, contract, legal review, and environmental documentation preparation services necessary for the Sand Dune Array Mitigation Test.

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23. The Commission shall be responsible for environmental document preparation services, to include the preparation of an Initial Study and a Negative Declaration, if such document is appropriate, for the projects described in Paragraph 13 of Section II, above. The environmental document services provided by Commission pursuant to this paragraph shall not include the cost or preparation of a Environmental Impact Report (EIR) or the Department of Fish and Game Environmental Review Cost.

V. GENERAL PROVISIONS

24. TERM:

This MOA shall be effective upon its executi n and approval by the State and the District, and shall continue in full force until June 30, 1997, unless sooner terminated as provided in the MOA.

25. STATUS OF PARTIES:

The acts of Commission, its agents, officers, and employees relating to the performance of this MOA, shall not be performed as agents, officers, or employees of District. The acts of District, its agents, officers, or employees, relating to the performance of this MOA, shall not be performed as agents, officers, or employees of Commission. Commission, by virtue of this MOA has no authority to bind or incur any obligation on behalf of District. District by virtue of this MOA, has no authority to bind or incur any obligation on behalf of Commission. Commission has no authority or responsibility to exercise any rights or powers vested in District. District has no authority or responsibility to exercise any rights or power vested in Commission. No agent, officer, or employee of the District is to be considered an employee of the Commission. No agent, officer, or employee of the Commission is to be considered an employee of the District. It is understood by both Commission and District that this MOA shall not under any circumstances be construed or considered to create an employer-employee relationship, a joint venture, or a joint powers agreement, however construed. As independent parties to this MOA, each party shall:

A. Determine for itself the methods, details, and means of performing the work or services it has committed to provide under this MOA;

B. Shall be responsible only for the requirements and results specified in this MOA, and except as expressly provided in this MOA, or in any contract executed pursuant to this MOA, shall not be subjected to the other party's control with respect to its action or activities in fulfillment of this MOA; and

C. Shall represent itself, its agents, officers, and employees as such and not as agent, officers, employees, or representatives of the other party.

26. TERMINATION:

This MOA may be terminated by either party without cause, and at will, for any reason by giving to the other party sixty (60) days written notice of such intent to terminate.

27. FUNDING LIMITATION:

The ability of the Commission and District to enter into this MOA is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the Commission and District each has the option to cancel, reduce, or modify this MOA, or any of its terms within ten (10) days of its notifying the other party of the cancellation, reduction, or modification, of the available funding. Any reduction or modification of this MOA made pursuant to this provision, must comply with the requirements of paragraph 28.

28. AMENDMENT:

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

29. NOTICE:

Any notice, communication, amendments, additions, or deletions, to this MOA, including change of address of either party during the term of this MOA, which Commission or District shall be required, or may desire, to make, shall be in writing and may be personably served, or sent by prepaid first class mailed to, the respective parties as follows:

DISTRICT: Great Basin Unified Air Pollution Control District
157 Short Street, Suite 6
Bishop, California 93514

COMMISSION: State Lands Commission
1807 13th Street
Sacramento, California 95814

30. DESIGNATION OF PROJECT REPRESENTATIVE:

The Commission and District hereby name a representative to the management team who shall represent his or her agency during the term of this MOA. Each agency may change its representative by notifying the other agency as provided for in Paragraph 28.

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COMMISSION'S REPRESENTATIVE SHALL BE:
Steve Sekelsky

DISTRICT'S REPRESENTATIVE SHALL BE:
Ted Schade

31. LIMITATIONS AND RESTRICTIONS:

This MOA is subject to any restrictions, limitations, or conditions enacted by the State Legislature or the Board of the Great Basin Air Pollution Control District, and contained in any budget or statute, regulation, ordinance, or directive enacted by the State Legislature or the Board of the Great Basin Unified Air Pollution Control District.

32. ENTIRE AGREEMENT:

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL THIS _____ DAY OF _____, 1992.

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT:	STATE LANDS COMMISSION:
By:_____	By:_____
APPROVED AS TO FORM AND LEGALITY:	APPROVED AS TO FORM AND LEGALITY:
_____	_____
District Counsel	Staff Counsel

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RELEASE OF LEGISLATIVE FUNDS

1. The California State Legislature has designated $150,000 from the Environmental License Plate Fund for the mitigation of dust in the Owens Valley. The funds were placed in the budget of the State Lands Commission (Commission).

2. The Commission and the Great Basin Unified Air Pollution Control District (District) have entered into a Joint Powers Agreement for the Provision of Research and Development Services (Agreement). The purpose of such Agreement is the construction and study of sand dune arrays on Owens Lake as a means to control dust arising from the lake bed.

3. The Commission will contract with the University of California at Davis, California (University) for the construction of and research on the sand dunes.

4. **NOW, THEREFORE,** the District releases to the Commission whatever right, entitlement and interest it may have in the $150,000 provided by the California State Legislature through the Environmental License Plate Fund.

Date:_____

Great Basin Unified Air Pollution Control District

By:_____

Approved As To Form And Legality:

_____
District Counsel

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RELEASE OF LEGISLATIVE FUNDS

1. The California State Legislature has designated $150,000 from the Environmental License Plate Fund for the mitigation of dust in the Owens Valley. The funds were placed in the budget of the State Lands Commission (Commission).

2. The Commission and the Great Basin Unified Air Pollution Control District (District) have entered into a Joint Powers Agreement for the Provision of Research and Development Services (Agreement). The purpose of such Agreement is the construction and study of sand dune arrays on Owens Lake as a means to control dust arising from the lake bed.

3. The Commission will contract with the University of California at Davis, California (University) for the construction of and research on the sand dunes.

4. **NOW, THEREFORE,** the District releases to the Commission whatever right, entitlement and interest it may have in the $150,000 provided by the California State Legislature through the Environmental License Plate Fund.

Date:_____

Great Basin Unified Air Pollution Control District

By:_____

Approved As To Form And Legality:

_____
District Counsel

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EXHIBIT "F"

JOINT POWERS AGREEMENT BETWEEN GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT AND STATE OF CALIFORNIA, STATE LANDS COMMISSION FOR THE PROVISION OF RESEARCH AND DEVELOPMENT SERVICES

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the Research and Development services of the State of California State Lands Commission (hereinafter referred to as "State"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF WORK:**

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

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

2. **TERM:**

The term of this Agreement shall be from May 1, 1992 to April 30, 1995 unless sooner terminated as provided below.

3. **CONSIDERATION:**

A. Compensation.

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

B. Travel and per diem.

Costs of all travel and per diem which State incurs in providing services and work under this agreement are included

(ADDED pgs. 401-401.24)

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in the compensation to be paid to State in the Schedule of Fees (Attachment B). State will not be entitled to any additional compensation for travel expenses or per diem incurred by State in performing this Agreement.

C. No additional consideration.

Except as expressly provided in this Agreement, State shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, State shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement.

The total sum of all payments made by the District to State for services and work performed under this Agreement, shall not exceed $50,000.00 (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by State for services or work performed which is in excess of the contract limit.

E. Billing and payment.

Billing and Payment will be in accordance with the Schedule of Fees (set forth as Attachment B).

F. Federal and State taxes.

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

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

4. WORK SCHEDULE:

State's obligation is to perform, in a timely manner, those services and work identified in Attachment A. State will coordinate with District to insure that all services and work will be performed within the time frame set forth by District.

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

State will be responsible for ensuring that any licenses, certificates, or permits required by the federal, state, county, or municipal governments for the services and work described in attachment A, are procured and valid at the time State begins performance of this Agreement. Further, during the term of this Agreement, State must ensure that such licenses, certificates, and permits remain in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force at no expense to the District. State will provide District, upon beginning performance of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between State and District as to what licenses, certificates, and permits are required to perform the services and work identified in attachment A, District reserves the right to make such determinations for purposes of this Agreement.

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

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

7. **DISTRICT PROPERTY:**

A. Personal Property of District.

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

B. Products of State's Work and Services.

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations,exhibits, reports, studies, works of art, inventions, patents,

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trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, State's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the State. However, State hereby grants to District an irrevocable non exclusive right to use any such products for any District purpose without payment of any further compensation or requirement of prior State approval.

8. **WORKERS' COMPENSATION:**

State shall provide worker's compensation coverage, in the legally required amount, for all State's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, State acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that State has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Further, State will ensure that any contractor whom it engages to perform work or services under this Agreement will provide workers' compensation coverage for its employees.

9. **INSURANCE:**

A. General Liability.

State shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance or a self insurance program which covers all the work and services to be performed by State under this Agreement. Such insurance policy or a self insurance program will have a per occurrence combined single limit coverage of not less than $6,000,000.00. Such policy or a self insurance program will not exclude or except from coverage any of the services and work required to be performed by State under this Agreement. Any policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+." District will be named as "an additional named insured" on this policy. State will provide the District with evidence of a self insurance program or a copy of the policy and a certificate of insurance showing the District as "an additional named insured" and indicating that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to the District.

B. Business Auto.

If State utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), State shall cover such vehicle operations by a self insurance program or procure and maintain in force throughout the duration of this Agreement, a business auto liability

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