

# SHASTA COUNTY

AIR POLLUTION CONTROL BOARD

Administration 1450 Court Street, Suite 308B Redding, California 96001 (530) 225-5557 Les Baugh, Member Michael Dacquisto, Member Leonard Moty, Member Mary Rickert, Member Kristen Schreder, Member

## AGENDA

## SHASTA COUNTY AIR POLLUTION CONTROL BOARD

Board of Supervisors Chambers 1450 Court Street, Suite 263, Redding, California

#### Tuesday, June 25, 2019, 8:30 AM

**TO ADDRESS THE BOARD**: Members of the public may directly address the Air Pollution Control Board on any agenda item on the regular calendar before or during the Board's consideration of the item. In addition, the Air Pollution Control Board provides the members of the public with a Public Comment-Open Time period, where the public may address the Board on any agenda item on the consent calendar before the Board's consideration of the items on the consent calendar and may address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Air Pollution Control Board. Pursuant to the Brown Act (Govt. Code section 54950, et seq.), **Board action or discussion cannot be taken** on non-agenda matters, but the Board may briefly respond to statements or questions and, if deemed necessary, refer the subject matter to the appropriate department for follow-up and/or to schedule the matter on a subsequent Board Agenda.

Persons wishing to address the Board are requested to fill out a Speaker Request Form and provide it to the Clerk before the meeting begins. Speaker available online request forms are (1)at http://www.co.shasta.ca.us/BOS/docs/Request\_to\_talk.pdf, (2) from the Clerk of the Board on the third floor of 1450 Court Street, Suite 308B, Redding, and (3) in the back of the Board of Supervisors Chambers. If you have documents to present for the members of the Air Pollution Control Board to review, please provide a minimum of ten copies. When addressing the Board, please approach the rostrum, and after receiving recognition from the Chairman, give your name and comments. Each speaker is allocated three minutes to speak. Comments should be limited to matters within the subject matter jurisdiction of the Board.

The members do not receive any compensation or stipend as a result of convening as the Shasta County Air Pollution Control Board.

#### CALL TO ORDER

#### **PUBLIC COMMENT PERIOD - OPEN TIME**

Persons wishing to address the Board are requested to fill out a Speaker Request Form prior to the beginning of the meeting (forms are available from the Clerk of the Board, 1450 Court Street, Suite 308B, Redding, or in the back of the room in the Board of Supervisors Chambers). If you have documents to present for the members of the Air Pollution Control Board to review, please provide a minimum of ten (10) copies.

## **CONSENT CALENDAR**

The following Consent Calendar items are expected to be routine and non-controversial. They may be acted upon by the Board at one time without discussion. Any Board member or staff member may request that an item be removed from the Consent Calendar for discussion and consideration. Members of the public may comment on any item on the Consent Calendar during the Public Comment Period - Open Time, which shall precede the Consent Calendar.

#### **GENERAL GOVERNMENT**

#### C 1 Air Quality Management District

Take the following actions: (1) Find the proposed Funding Agricultural Replacement Measures for Emissions Reduction (FARMER) Agreement (Agreement) categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15308 (Actions by Regulatory Agencies for Protection of the Environment); (2) approve the distribution of FARMER funds for River Ranch, a California Limited Partnership; and (3) approve and authorize the Chairman to sign the Agreement to initiate the project.

**No General Fund Impact** 

#### **Simple Majority Vote Required**

#### C 2 Clerk of the Board

Approve the minutes of the meeting held on June 4, 2019, as submitted.

#### **No General Fund Impact**

Simple Majority Vote Required

C 3 Clerk of the Board

Reappoint Allen Krohn, M.D., to the Air Quality Management District Hearing Board for a three-year term to expire July 31, 2022.

#### No General Fund Impact

#### Simple Majority Vote Required

## **REGULAR CALENDAR**

#### SCHEDULED HEARINGS

A court challenge to action taken by the Board of Supervisors on any project or decision may be limited to only those issues raised during the public hearing or in written correspondence delivered to the Board of Supervisors during, or prior to, the scheduled public hearing.

#### **RESOURCE MANAGEMENT**

#### R 1 Air Quality Management District

Take the following actions: (1) Conduct a public hearing to consider adopting the Fiscal Year (FY) 2019/20 Air Quality Management District (District) budget as it was reviewed at the June 4, 2019 public hearing and; (2) adopt the FY 2019/20 District budget.

#### **No General Fund Impact**

#### **ADJOURN**

The County of Shasta does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. The County does not discriminate on the basis of disability in its hiring or employment practices. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Director of Support Services Angela Davis, County of Shasta, 1450 Court Street, Room 348, Redding, CA 96001-1676, Phone: (530) 225-5515, California Relay Service: (800) 735-2922, Fax: (530) 225-5345, E-mail: adacoordinator@co.shasta.ca.us. Individuals with disabilities who need auxiliary aids and/or services for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Board of Supervisors meetings, please call Clerk of the Board (530) 225-5550 two business days before the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator. Accommodations may include, but are not limited to, interpreters, assistive listening devices, accessible seating, or documentation in an alternate format.

Public records which relate to any of the matters on this agenda (except Closed Session items), and which have been distributed to the members of the Board, are available for public inspection at the office of the Clerk of the Board of Supervisors, 1450 Court Street, Suite 308B, Redding, CA 96001-1673.

This document and other Air Pollution Control Board documents are available online at <u>www.co.shasta.ca.us</u>. In addition, The Air Pollution Control Board meeting videos are viewable on Shasta County's website at www.co.shasta.ca.us.

## REPORT TO SHASTA COUNTY AIR POLLUTION CONTROL BOARD

## **BOARD MEETING DATE:** June 25, 2019 **CATEGORY:** CONSENT - GENERAL GOVERNMENT-1.

#### SUBJECT:

Distribution of Funding Agricultural Replacement Measures for Emission Reduction (FARMER) allocated funds to River Ranch, a California Limited Partnership.

**DEPARTMENT:** Air Quality Management District

Supervisorial District No. : All

DEPARTMENT CONTACT: Paul A. Hellman, Air Pollution Control Officer, 530-225-5789

STAFF REPORT APPROVED BY: Paul A. Hellman, Air Pollution Control Officer

Vote Required?	General Fund Impact?
Simple Majority Vote Required	No General Fund Impact

#### **RECOMMENDATION**

Take the following actions: (1) Find the proposed Funding Agricultural Replacement Measures for Emissions Reduction (FARMER) Agreement (Agreement) categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15308 (Actions by Regulatory Agencies for Protection of the Environment); (2) approve the distribution of FARMER funds for River Ranch, a California Limited Partnership; and (3) approve and authorize the Chairman to sign the Agreement to initiate the project.

#### **SUMMARY**

N/A

## **DISCUSSION**

The State of California annually allocates approximately \$60 million to fund incentive programs to reduce emissions from heavy-duty diesel engines via the Carl Moyer Program. The California Legislature, in 2017, allocated an additional \$135 million to reduce emissions specifically from the agricultural sector. These legislative bills provided funding for agricultural harvesting equipment, heavy-duty trucks, agricultural pump engines, tractors, and other equipment used in agricultural operations. In March 2018, the California Air Resources Board (CARB) approved the FARMER Guidelines. The FARMER Program is handled through the local air districts with coordination through the California Air Pollution Control Officers Association (CAPCOA), which select projects to fund. The FARMER Program is

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supported in part by California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work. District participation in the FARMER program was authorized by the Shasta County Air Pollution Control Board on April 2, 2019, with the passage of APCB Resolution No. 2019-03.

This project was solicited through the CAPCOA office as a Carl Moyer Rural Assistance Program application. Projects are selected for funding in this first round based on cost effectiveness (must achieve at least \$30,000/ton of emissions reduced) and achieve geographic equity among air districts. This River Ranch project involves replacing a 1998 121-horsepower tractor with a 2017 130-horsepower tractor with a final Tier 4 engine. Existing diesel engines in off-road agricultural equipment are currently not regulated by CARB and, therefore, their emissions are considered eligible for reduction with FARMER funding.

## **ALTERNATIVES**

The Board may choose one of the following alternatives: 1) deny funding of the recommended project; or 2) modify the proposed Agreement.

## **OTHER AGENCY INVOLVEMENT**

County Counsel and Risk Management have approved the Agreement as to form. CAPCOA staff has calculated the project's cost effectiveness and determined its eligibility.

#### **FINANCING**

The funding for the proposed project will be from the \$100,000 FARMER grant the District received from the State Air Resources Board via the Placer County Air Pollution Control District. Project funds in the amount of \$91,720 are anticipated and District Project Implementation Funds are anticipated to be \$8,280.

AI IACHMENIS:		
Description	Upload Date	Description
Agreement	6/17/2019	Agreement

#### SHASTA COUNTY AIR QUALITY MANAGEMENT DISTRICT HEAVY-DUTY LOW-EMISSION VEHICLE/ENGINE INCENTIVE PROGRAM AGREEMENT

This Agreement ("Agreement") is between the Shasta County Air Quality Management District ("District"), a public agency of the State of California, and River Ranch, A California Limited Partnership ("Participant"), collectively, the "Parties" and individually, a "Party."

WHEREAS, the California Legislature, in 2017, allocated funds for an incentive program to reduce emissions from heavy-duty diesel engines associated with agricultural production. Agricultural harvesting equipment, heavy duty trucks, agricultural pump engines, tractors and other equipment used in agricultural operations are eligible for funding; and

WHEREAS, pursuant to the California Air Resources Board (CARB) Funding Agricultural Replacement Measures for Emission Reduction (FARMER) Program ("Program"), on April 2, 2019, the Shasta County Air Pollution Control Board ("APCB"), as the governing body of the District, approved Resolution Number 2019-03 (ATTACHMENT A), which is hereby incorporated and made a part of this Agreement, approving the District's participation in the Program and acceptance of funds to be awarded for eligible projects in accordance with the terms and conditions of the applicable Program grant award and the applicable Program Guidelines and other requirements; and

WHEREAS, the Program provides incentives to fleet operators and individuals for acquisition of heavy-duty motor vehicles and engines operating at low-emission levels; and

WHEREAS, pursuant to Resolution Number 2019-03 the Shasta County Air Pollution Control Officer ("APCO") is authorized to execute incentive Agreements for the Program; and

WHEREAS, Participant wishes to purchase the low-emission vehicle specified in ATTACHMENT B of this Agreement, attached and incorporated herein, and represents that the purchase is not required by any local, state, and/or federal law, rule, or regulation and, if Participant is a public agency, Participant further warrants that its board policy does not require the subject purchase.

NOW THEREFORE, the Parties agree as follows:

- 1. Unless otherwise specifically provided, the definitions set forth in Section 44275 of the Health and Safety Code shall govern the provisions of this Agreement.
- 2. Participant agrees to purchase the low-emission vehicle specified in ATTACHMENT B (hereinafter referred to as "vehicle").
- 3. Participant agrees to accept from District in full satisfaction of this Agreement, the sum of \$91,720 for the purchase of the vehicle specified in ATTACHMENT B, subject to the terms of this Agreement.

- 4. This Agreement shall begin upon execution by both Parties and terminate on June 30, 2024. No payment under this Agreement shall be made to Participant unless (an) existing and operable vehicle, specified in **ATTACHMENT C**, which is hereby incorporated and made a part of this Agreement, is replaced with the qualifying vehicle specified in **ATTACHMENT B** and as verified by the APCO or his/her designee.
- 5. Participant shall provide written documentation that the low-emission technology of the vehicle specified in ATTACHMENT B is certified for sale and for operation in California. The low-emission technology must achieve at least a 15 percent reduction in NOx emissions for engine replacements and at least a 30 percent reduction in NOx emissions for vehicle replacements when compared to the applicable NOx emission standard for the replaced vehicle. "Applicable NOx emission standard" refers to the State of California Air Resources Board ("CARB") standards for the model year and application of the replaced vehicle specified in ATTACHMENT C and of the vehicle specified in ATTACHMENT B. Participant shall provide written documentation that the vehicle specified in ATTACHMENT B meets the 15 30 percent reduction using one of the three following methods (check one):
  - CARB certification testing; or
  - U.S. Environmental Protection Agency certification testing; or
  - Emission testing at a laboratory approved by the U.S. Environmental Protection Agency or the CARB.

All testing required to verify compliance with the terms and conditions of this Agreement must be performed in a manner acceptable to the APCO, or his/her designee.

- 6. Participant represents that the vehicle specified in ATTACHMENT B meets all the eligibility requirements described in the Program's General Policy and Procedure Statement ("Statement"), on file at the District office as of the date Participant signs this Agreement and as may be amended in the future, entitled "Shasta County Air Quality Management District Carl Moyer Program Policies and Procedures Year 21 2017 CMP Guidelines (updates approved by ARB through Dec. 28, 2017)" and incorporated herein by reference. Participant further agrees to operate the vehicle specified in ATTACHMENT B in a manner that is consistent with the eligibility requirements in the Statement and the goals and objectives of the Program. Participant further agrees that the vehicle specified in ATTACHMENT B will be operated in California at least 75 percent of the time from the beginning of this Agreement through June 30, 2024. Verification of Participant's compliance with this Section shall be determined by District in its sole discretion.
- 7. Participant shall provide written annual reports to the APCO, or his/her designee, during the term of this Agreement that verify compliance with the Program and this Agreement. Verification of compliance with this Agreement and the Program shall be determined by District in its sole discretion. It is the Participant's responsibility to maintain records adequate to document the information provided in the annual reports. Participant shall make available to District staff all items listed below used in the annual reporting process throughout the term of this Agreement. The first annual report will be due on December 31, 2019, and thereafter by December 31 of each subsequent year.

For the purposes of submitting the final annual report, this provision shall survive the expiration of this Agreement. Each annual report must include:

For On-Road Vehicle	For Off-Road Vehicle
1. Copies of all driver log book entries for	1. Hours operated
the preceding year	2. Fuel consumed
2. Miles traveled	3. Fuel cost
3. Fuel consumed	4. Engine downtime
4. Fuel cost	5. Type and cost of maintenance
5. Vehicle downtime	performed
6. Type and cost of maintenance performed	

8. Participant shall defend, hold harmless, and indemnify the District and the County of Shasta ("County"), their elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by the District and County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the acts, errors or omissions of the Participant or any of Participant's subcontractors, any person employed under Participant, or under any subcontractor, or in any capacity, related to the terms and conditions of this Agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the District. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Agreement.

If any claim for damages is filed with Participant or if any lawsuit is instituted against -Participant relating to the terms and conditions of this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect District, Participant shall give prompt and timely notice thereof to District. Notice shall be prompt and timely if given within 30 days following the receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Agreement.

- 9. (Participant to Initial) Participant agrees that the vehicle specified in ATTACHMENT B will meet the minimum performance requirements prescribed in ATTACHMENT D, attached and incorporated herein. Upon expiration of this Agreement on the date specified in Section 4 of this Agreement, if the vehicle has failed to meet the minimum performance requirements prescribed in ATTACHMENT D, Participant shall reimburse the District a sum based on the difference between the required minimum usage amount and the actual usage amount. The reimbursement sum shall be a percentage of the sum paid to Participant pursuant to Section 3 of this Agreement, which is equal to the percentage difference between the minimum usage amount and the actual usage amount. (For example, if the actual usage amount is 75 percent of the minimum usage amount requirement, then Participant shall reimburse, to the District, a sum equal to 25 percent of the sum paid to the Participant as provided in Section 3.) Participant agrees that the District may, at its sole discretion, waive all or part of this reimbursement obligation after considering the circumstances pertaining to the failure to meet the minimum usage amount requirement.
- 10. \_\_\_\_\_(Participant to Initial) The replaced vehicle, as described in ATTACHMENT C, must be rendered useless by a method approved by the APCO or his/her designee (e.g. by the cylinder block being destroyed beyond repair and frame rail cut in two pieces). Participant is responsible for destruction and must make the destroyed vehicle available for Page 8 of 33

inspection by the APCO or his/her designee and/or provide proof of destruction acceptable to the APCO or his/her designee upon request.

- 11. Participant acknowledges that receipt of the funds specified in Section 3 of this Agreement prohibits application for any other form of emission reduction credits for the purchase of the vehicle specified in **ATTACHMENT B**. This prohibition includes, but is not limited to: Emission Reduction Credit ("ERC"), Mobile Emission Reduction Credit ("MERC"), and/or Certificate of Advanced Placement ("CAP"). This prohibition extends to credits from the District as well as all other air quality management or air pollution control districts.
- 12. Participant hereby warrants that the purchase of the vehicle specified in **ATTACHMENT B** is a completely voluntary act and that District has made no representations or guarantees to Participant regarding the quality, condition, or proposed use of the vehicle specified in **ATTACHMENT B**.
- 13. This Agreement and any payments to Participant pursuant to this Agreement are subject to the provisions and limitations imposed by the Carl Moyer Memorial Air Quality Standards Attainment Program and the FARMER Program. District shall have no liability for payment of any compensation and expenses that are found to be in contravention of the Carl Moyer Memorial Air Quality Standards Attainment Program, the FARMER Program, the Health and Safety Code, or any other state or federal law. Participant shall reimburse District for payments made by District to Participant pursuant to this Agreement and later determined to be in contravention of the Carl Moyer Memorial Air Quality Standards Attainment Program, the Health and Safety Code, or any other state or federal law. Participant pursuant to this Agreement and later determined to be in contravention of the Carl Moyer Memorial Air Quality Standards Attainment Program, the FARMER Program, the Health and Safety Code, or any other state or federal law. Participant pursuant to this Agreement and later determined to be in contravention of the Carl Moyer Memorial Air Quality Standards Attainment Program, the FARMER Program, the Health and Safety Code, or any other state or federal law. Participant shall be bound by any of the applicable provisions of the FARMER program.
- 14. The person(s) signing this Agreement on behalf of Participant affirmatively represent(s) that he or she has legal authority to bind Participant to the terms of this Agreement.
- 15. Correspondence between the District and Participant should be addressed to the following:

To District	To Participant	
Air Pollution Control Officer	Jim Rickert, Owner	
Shasta County AQMD	River Ranch, LP	
1855 Placer Street, Suite 200	P.O. Box 817	
Redding, CA 96001	Fall River Mills, CA 96o28	
Phone: (530) 225-5789	Phone: (530) 336-6667	
FAX: (530) 225-5807		

The foregoing addresses and/or contacts may be changed by written notice to the other party. Any written notice required or permitted under this Agreement may be given by mail, using the U.S. Postal Service (First Class Mail), or by personal service. If mailed, notice is deemed complete three days after mailing.

16. Without limiting Participant's duties of defense and indemnification, Participant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement, Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the District, the County of Shasta,

and the public with limits of liability of not less than \$1 million combined single-limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the District or the County of Shasta. Participant shall furnish copies of certificates of insurance coverage to the District.

Participant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Participant, subcontractor, Participant's partner(s), subcontractor's partner(s), Participant's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Participant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the District, the County, their elected officials, officers, employees, agents, and volunteers, which might arise in connection with this agreement. Participant hereby certifies that Participant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Participant shall comply with such provisions before any payment shall be made to Participant pursuant to this Agreement.

Participant shall require subcontractors to furnish satisfactory proof to the District and/or the County of Shasta that liability and workers compensation and other required types of insurance have been obtained and are maintained similar to that required of Participant pursuant to this Agreement.

With regard to all insurance coverage required by this Agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Participant or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this Agreement.
- (2) If any insurance coverage required hereunder is provided on a "Claims made" rather than "occurrence" form, Participant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Agreement and continue coverage for a period of three years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Participant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this Agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance that names the District, Shasta County, their elected officials, officers, employees, agents, and volunteers as additional insureds and provides that coverage shall not be reduced or canceled without 30 days' written prior notice certain to the County. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this Agreement shall be applicable to the Additional Insured. The additional

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insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

(4) Each insurance policy, (except for workers' compensation and professional liability policies) or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds. Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Participant shall provide District an endorsement or amendment to Participant's policy of insurance as evidence of insurance protection before the effective date of this Agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this Agreement. In the event any insurance coverage expires at any time during the term of this Agreement, Participant shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. In the event Participant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this Agreement, District may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Participant shall provide the District and/or the County of Shasta a certificate of insurance reflecting those limits.
- (8) Any of Participant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District and Shasta County.
- 17. This Agreement supersedes all previous Agreements relating to the subject of this Agreement and constitutes the entire understanding of the parties hereto. Participant shall be entitled to no other benefits other than those specified herein. Participant specifically acknowledges that in entering into and executing this Agreement, Participant relies solely upon the provisions contained in this Agreement and no others. No changes, amendments,

or alterations to this Agreement shall be effective unless in writing and signed by both Parties.

This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed in a state court located in Shasta County, California.

18. Participant shall observe and comply with all applicable federal, state, County, and District statutes, ordinances, regulations, and directives. This includes, but is not limited to, the following:

a. Participant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS), physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

b. Participant represents that Participant is in compliance with and agrees that Participant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*) and regulations and guidelines issued pursuant thereto.

c. Participant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Participant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement. Participant's failure to cure such default within 90 days of notice by District shall be grounds for termination of this Agreement in accordance with the provisions of Section 19 of this Agreement.

d. Participant shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by the District. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitute grounds for termination of this Agreement by District in accordance with the provisions of Section 19.

19. At any time prior to the expiration date specified in Section 4, this Agreement may be terminated by the District upon 30-day written notice if Participant fails to meet any and all of the terms and conditions in this Agreement as determined by District. If this Agreement is terminated, Participant shall refund the entire amount paid by the District to Participant stated in Section 3 of this Agreement. The District may, at its sole discretion, waive all or a portion of the refund or allow Participant an opportunity to cure the failure to meet the obligations of this Agreement. District's authority to terminate may be exercised by the APCO or his/her designee.

- 20. Upon execution of this Agreement by both Parties, Participant shall have until December 31, 2019, to complete the replacement of the existing vehicle with the vehicle specified in ATTACHMENT B. The APCO, or the APCO's designee, may, in his/her sole discretion, extend this time limit upon the written request of Participant.
- 21. Participant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the District. Unless otherwise specifically provided in this Agreement, the waiver by the District of any breach of any requirement of this Agreement shall not be deemed to be a waiver of any other breach.
- 22. If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County or District ordinance, regulation, or rule, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- 23. In addition to enforcement by the District, the State of California Air Resources Board, as an intended third-party beneficiary, shall have the right to audit, monitor, and enforce the terms of this Agreement.

The State of California Air Resources Board shall have the right to pursue whatever legal, equitable, and other remedies are available under law for Participant's failure to comply with the Carl Moyer Memorial Air Quality Standards Attainment Program or FARMER Program requirements and failure to fully comply with the terms and conditions of this Agreement.

- 24. Payment of the sum specified in Section 3 of this Agreement requires prior submission to the District of itemized paid invoices from the seller/transferor of the vehicle specified in **ATTACHMENT B**, satisfactory post-inspection by the District, and verification by the District that the vehicle specified in **ATTACHMENT B** is operational.
- 25. (Participant to Initial) Participant agrees that by signing this Agreement, Participant shall not submit another application or sign another Agreement for the same vehicle specified in ATTACHMENT B with any other source of funds under the Carl Moyer Memorial Air Quality Standards Attainment Program of the FARMER Program, including but not limited to, other air quality management districts or the State of California Air Resources Board. If Participant submits or has submitted multiple applications or signed multiple contracts/agreements for the same vehicle, as specified in ATTACHMENT B, from more than one source under the Carl Moyer Memorial Air Quality Standards Attainment Program, Participant shall be in breach of this Agreement and shall be disqualified from funding for the vehicle specified in ATTACHMENT B, from all sources and may also be banned from submitting future applications under the Carl Moyer Memorial Air Quality Standards Attainment Program or FARMER Program and shall be subject to any and all applicable criminal statutes and the imposition of any and all civil and criminal fines and penalties.
- 26. Participant shall be required to maintain the vehicle specified in **ATTACHMENT A** according to the manufacturer's specifications for the term of this Agreement. This includes maintaining a working hour meter or other approved usage measuring device.
- 27. Participant shall allow the District, and the State of California Air Resources Board, or their designees, to inspect the vehicle specified in ATTACHMENT B, and/or the records relating to the vehicle specified Pige ATTACHMENT B, during the term of this Page 8 of 13

Agreement. Participant shall allow fiscal auditing by the District, and the State of California Air Resources Board, or a third-party designee during the term of this Agreement.

- 28. Participant shall maintain records as required by this Agreement for a period of three years after final payment or two years after the expiration, termination, or cancellation of this Agreement, whichever is later.
- 29. District reserves the right to cancel this Agreement immediately upon oral notice and not make payments of any amount pursuant to Section 3 of this Agreement should funding be decreased or otherwise not be available for the Program.
- 30. Participant shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a partnership, or a joint venture relationship between the District and Participant.
- 31. Participant represents and warrants that Participant, on the date of execution of this Agreement, (1) has paid all property taxes for which Participant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Participant shall make timely payment of all property taxes at all times during the term of this Agreement.

#### Signature page follows

Approved:		Date:
	Jim Rickert, Owner River Ranch, LP	
Approved:		Date:
	Leonard Moty, Chairman Air Pollution Control Board	
Approved a	as to Form: Rubin Cruse, Jr. County Counsel	Date:
Approved a	as to Form:Risk Management	Date:

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ATTACHMENT A

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#### APCB RESOLUTION NO. 2019-03

#### A RESOLUTION OF THE AIR POLLUTION CONTROL BOARD OF THE SHASTA COUNTY AIR QUALITY MANAGEMENT DISTRICT AUTHORIZING DISTRICT PARTICIPATION IN THE CALIFORNIA AIR RESOURCES BOARD (CARB) FUNDING AGRICULTURAL REPLACEMENT MEASURES FOR EMISSION REDUCTIONS (FARMER) PROGRAM

WHEREAS, the California Legislature in 2017, allocated funds for an incentive program to reduce emissions from heavy-duty diesel engines associated with agricultural production; and

WHEREAS, the FARMER Program (the "Program") was established to reduce emissions by providing grants to local air districts for the incremental cost of cleaner heavy-duty vehicles and equipment; and

WHEREAS, the CARB has been delegated the responsibility for the administration of the Program within the state, setting up necessary procedures governing application by air pollution control and air quality management districts; and

WHEREAS, the CARB has created a Shared Allocation Pool (Pool) of funding that is specifically designated for the 18 Air Quality Management and Air Pollution Control Districts with less than one percent of the statewide agricultural equipment emissions inventory, to ensure farmers in those districts have the opportunity to access FARMER funding and to streamline the implementation of the FARMER Program; and

WHEREAS, the Pool will be managed by the Placer County Air Pollution Control District (Placer County APCD) and the California Air Pollution Control Officers Association (CAPCOA) in accordance with the grant provisions outlined in the agreement between the CARB and Placer County APCD, and provisions outlined in the subsequent agreement between CAPCOA and Placer County APCD and the FARMER Policy and Procedures Manual (Attachment 1): and

WHEREAS, the Shasta County Air Quality Management District (the "District") desires to apply for grant funds and, if awarded, to enter into a Memorandum of Understanding (MOU) with the CARB, Placer County APCD, and CAPCOA for development of this Program (Attachment 2);

WHEREAS, the District has a CARB approved 2017 Carl Moyer Program Policies and Procedures Manual as required for participation in the FARMER Program;

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Air Pollution Control Board hereby:

- 1) Authorizes the Shasta County Air Quality Management District to participate in the CARB FARMER Program by entering into a Memorandum of Understanding (MOU) with the Placer County Air Pollution Control District which is the program manager;
- 2) Authorizes the Air Pollution Control Officer as agent for the Shasta County Air Quality Management District to conduct all negotiations, execute and submit all documents

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> including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the operation and completion of the Program;

- 3) Authorizes the Air Pollution Control Officer to assign excess or additional/subsequent funds under this program to eligible projects and direct staff to perform actions necessary to comply with program requirements;
- Appoints the Air Pollution Control Officer as the agent for the District to conduct all 4) negotiations and execute and submit all documents necessary for receipt of the Program Funds;
- 5) Approves a budget amendment increasing appropriations by \$90,500 and revenue by \$100,000 in the District budget to allocate funds for the CARB FARMER program;
- Authorizes expenditures for the operation and completion of the Program. 6)

DULY PASSED AND ADOPTED this 2nd day of April, 2019, by the Air Pollution Control Board of the Shasta County Air Quality Management District by the following vote:

- Members Moty, Schreder, Dacquisto and Chimenti AYES:
- NOES: None
- ABSENT: None
- ABSTAIN: None
- RECUSE: Member Rickert

LEONARD MOTY, CHAIRMAN Air Pollution Control Board County of Shasta State of California

ATTEST:

LAWRENCE G. LEES Clerk of the Air Pollution Control Board

By <u>Mile Bon</u> Deputy

THIS INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

CLERK OF TH Supervisors of the Countrol Sh	E BOARD
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	Selling Equ	lipmen		E MUCRIBERA	
Quote Id: 168	15585 Customer: RIVER RANCH				
				<u> </u>	
				<u> </u>	
	JOHN DEERE 6130	M Cab Tra	ctor		
Hours:					
Stock Numbe	۲ <b>۲</b>			Colling Dates	
				Selling Price \$ 107,850.00	
Code	Description	Qty	Unit	Extended	
00R8L	6130M Cab Tractor	1	\$ 114,651.00	\$ 114,651.00	
>* <b>;</b> >*;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;	Standard Options	Per Unit		会世际预提	
0202	United States	1	\$ 0.00	\$ 0.00	
0409	English	1	\$ 0.00 \$ 0.00	\$ 0.00 \$ 0.00	
0501	No package PowrQuad Plus - 16/16, 30 km/h	1	\$ 0.00	\$ -1,992.00	
1437 2071	Basic Cab	1	\$ 0.00	\$ 0.00	
2109	Basic Seat	1	\$ 0.00	\$ 0.00	
2510	Mirrors - Left-hand and Right-hand	1	\$ 0.00	\$ 0.00	
2631	Standard Panorama Front Windshield	1	\$ 0.00	\$ 0.00	
2663	Radio (Business Radio Package)	1	\$ 337.00	\$ 337.00	
3223	Hydraulic Pump - 114 l/min	1	\$ 1,800.00	\$ 1,800.00	
3338	3 Mechanical SCVs (3 SCV 450	1	\$ 1,040.00	\$ 1,040.00	
3820	Series) Rear Independent 540/1000rpm PTO	1	\$ 0.00	\$ 0.00	
4121	Draft Links with Telescopic Ball End -	1	\$ 0.00	\$ 0.00	
	Category 3N / Category 3		<b>* *</b> * *		
	Center Link with Ball End - Category 3	1	\$ 0.00 \$ 0.00	\$ 0.00 \$ 0.00	
4213			ອ ບ.ບປ	φ 0.00	
4213 4410	Sway Control Blocks R&P rear axle - 79 mm shaft - short	1	\$ 2.258.00	\$ 2,258.00	
4213	Sway Control Blocks R&P rear axle - 79 mm shaft - short version	1	\$ 2,258.00	\$ 2,258.00	
4213 4410 5042 5090	R&P rear axle - 79 mm shaft - short version Adjustable Steel Wheels (Steel Disk)	1	\$ 0.00	\$ 0.00	
4213 4410 5042 5090 5245	R&P rear axle - 79 mm shaft - short version Adjustable Steel Wheels (Steel Disk) Rear Wheels Size 13.6-46	1	\$ 0.00 \$ 824.00	\$ 0.00 \$ 824.00	
4213 4410 5042 5090	R&P rear axle - 79 mm shaft - short version Adjustable Steel Wheels (Steel Disk) Rear Wheels Size 13.6-46 Rear and Front Tire Brand - No	1 1 1 1	\$ 0.00	\$ 0.00	
4213 4410 5042 5090 5245	R&P rear axle - 79 mm shaft - short version Adjustable Steel Wheels (Steel Disk) Rear Wheels Size 13.6-46	1 1 1 1 1	\$ 0.00 \$ 824.00 \$ 0.00 \$ 0.00	\$ 0.00 \$ 824,00 \$ 0.00 \$ 0.00	
4213 4410 5042 5090 5245 5999	R&P rear axle - 79 mm shaft - short version Adjustable Steel Wheels (Steel Disk) Rear Wheels Size 13.6-48 Rear and Front Tire Brand - No preference 4WD Front Axle - Unsuspended Adjustable steel wheels	1 1	\$ 0.00 \$ 824.00 \$ 0.00 \$ 0.00 \$ 0.00	\$ 0.00 \$ 824.00 \$ 0.00 \$ 0.00 \$ 0.00	
4213 4410 5042 5090 5245 5999 6045 6092 6280	R&P rear axle - 79 mm shaft - short version Adjustable Steel Wheels (Steel Disk) Rear Wheels Size 13.6-48 Rear and Front Tire Brand - No preference 4WD Front Axle - Unsuspended Adjustable steel wheels Front Wheels Size 13.6-38 - R2	1 1	\$ 0.00 \$ 824.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ -128.00	\$ 0.00 \$ 824.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ .128.00	
4213 4410 5042 5090 5245 5999 6045 6092	R&P rear axle - 79 mm shaft - short version Adjustable Steel Wheels (Steel Disk) Rear Wheels Size 13.6-46 Rear and Front Tire Brand - No preference 4WD Front Axle - Unsuspended Adjustable steel wheels Front Wheels Size 13.6-38 - R2 Shipment Preparation - by Ship	1 1	\$ 0.00 \$ 824.00 \$ 0.00 \$ 0.00 \$ 0.00	\$ 0.00 \$ 824.00 \$ 0.00 \$ 0.00 \$ 0.00	
4213 4410 5042 5090 5245 5999 6045 6092 6280	R&P rear axle - 79 mm shaft - short version Adjustable Steel Wheels (Steel Disk) Rear Wheels Size 13.6-48 Rear and Front Tire Brand - No preference 4WD Front Axle - Unsuspended Adjustable steel wheels Front Wheels Size 13.6-38 - R2	1 1	\$ 0.00 \$ 824.00 \$ 0.00 \$ 0.00 \$ -128.00 \$ 58.00 \$ 340.00	\$ 0.00 \$ 824.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ -128.00 \$ 58.00 \$ 340.00	
4213 4410 5042 5090 5245 5999 6045 6092 6280 7706	R&P rear axle - 79 mm shaft - short version Adjustable Steel Wheels (Steel Disk) Rear Wheels Size 13.6-46 Rear and Front Tire Brand - No preference 4WD Front Axle - Unsuspended Adjustable steel wheels Front Wheels Size 13.6-38 - R2 Shipment Preparation - by Ship Overseas, with Conservation Cold Start Package I Alternator 14V/200A	1 1	\$ 0.00 \$ 824.00 \$ 0.00 \$ 0.00 \$ -128.00 \$ 58.00 \$ 340.00 \$ 280.00	\$ 0.00 \$ 824.00 \$ 0.00 \$ 0.00 \$ -128.00 \$ 58.00 \$ 340.00 \$ 280.00	
4213 4410 5042 5090 5245 5999 6045 6092 6280 7706 8300	R&P rear axle - 79 mm shaft - short version Adjustable Steel Wheels (Steel Disk) Rear Wheels Size 13.6-46 Rear and Front Tire Brand - No preference 4WD Front Axle - Unsuspended Adjustable steel wheels Front Wheels Size 13.6-36 - R2 Shipment Preparation - by Ship Overseas, with Conservation Cold Start Package I	1 1	\$ 0.00 \$ 824.00 \$ 0.00 \$ 0.00 \$ -128.00 \$ 58.00 \$ 340.00	\$ 0.00 \$ 824.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ -128.00 \$ 58.00 \$ 340.00	

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Year 21 CM19-03

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## Agreement Number CM 19-03 FARMER

#### BASELINE ENGINE INFORMATION ATTACHMENT C

D. EXISTING (BASELI	NE) EQUIPMENT INI	FORMATION		
Must be filled out for ea		nt requesting fund	ng	
1. Equipment Type/Fu	nction: AG T	ractor		
2. Equipment Make:	John De	ere —		
3. Equipment Model:	John Deere			
4. Equipment Model Ye		<u></u>		
5. Equipment Serial Nu	imber:	5 M 2 2 0 6 3 7	,	
6. Equipment Identifica				
7. Number of Main Eng	ines on this Equipme		· · ·	
_		<u> </u>		
8. Equipment Location:				
Street: 25865	Glenburn Rd			
Street: 25965 City: Fall River		State:	Zip: 96.02	
<u>Street: 25965</u> City: <u>Fa</u> ll River 9. Engine Family: (for c	Mills	CA	Zip: 9602	8
City: Fall River	Mills controlled engines onl	v) CA	Zip: 9602	8
City: <u>Fall River</u> 9. Engine Family: <i>(for c</i> 10. Engine Tier (for co	M // k controlled engines only ntrolled engines only)	// <u>CA</u>	Zip: 7602	8
City: <u>Fall River</u> 9. Engine Family: <i>(for o</i> 10. Engine Tier ( <i>for co</i> 11. Engine Make:	Mills controlled engines only ntrolled engines only Tohn Decre	v)	Zip: 9602	8
City: <u>Fall River</u> 9. Engine Family: <i>(for o</i> 10. Engine Tier ( <i>for co</i> 11. Engine Make:	Mills controlled engines only ntrolled engines only Tohn Decre	v)	Zip: 9602	8
City: <u>Fall River</u> 9. Engine Family: <i>(for o</i> 10. Engine Tier ( <i>for co</i> 11. Engine Make:	Mills controlled engines only ntrolled engines only John Decre 6, 8 L 6 cy	v)	Zip: 9602	8
City: <u>Fall River</u> 9. Engine Family: (for o 10. Engine Tier (for co 11. Engine Make: 12. Engine Model:	Mills controlled engines only ntrolled engines only John Deere 6,8 L 6 cy	v)	Zip: 7602	8

#### Agreement Number CM 19-03 FARMER

#### PERFORMANCE REQUIREMENTS ATTACHMENT D

The below listed vehicle(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Section 9 of this Agreement.

Vehicle or Engine Make	VIN/Serial Number*	Minimum Usage	Reimbursement	Maximum Incentive
and Model		Contract Life	Amount	Amount
John Deere 6130M Tractor	Machine Serial #	5400 Hours (Average of 900 Hrs/Yr.)	\$18,344 Per Year	\$91,720

\* Serial number will be filled in by the District upon verification that the vehicle(s)/engine(s) have been acquired by Participant.

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#### REPORT TO SHASTA COUNTY AIR POLLUTION CONTROL BOARD

## **BOARD MEETING DATE:** June 25, 2019 **CATEGORY:** CONSENT - GENERAL GOVERNMENT-2.

#### SUBJECT:

N/A

DEPARTMENT: Clerk of the Board

Supervisorial District No. : All

DEPARTMENT CONTACT: Kristin Gulling-Smith, Administrative Board Clerk, (530) 225-5550

STAFF REPORT APPROVED BY: Mary Williams, Chief Deputy Clerk of the Board

Vote Required?	General Fund Impact?
Simple Majority Vote Required	No General Fund Impact

## **RECOMMENDATION**

Approve the minutes of the meeting held on June 4, 2019, as submitted.

## **SUMMARY**

N/A

## **DISCUSSION**

N/A

## **ALTERNATIVES**

N/A

## **OTHER AGENCY INVOLVEMENT**

N/A

## **FINANCING**

N/A

ATTACHMENTS: Description

Upload Date Description

6/4/19 Draft APCB Minutes

6/4/19 Draft APCB Minutes

#### AIR POLLUTION CONTROL BOARD

Tuesday, June 4, 2019

#### **REGULAR MEETING**

#### **MINUTES**

- 8:30 a.m.: Chairman Moty called the meeting of the Air Pollution Control Board to order on the above date with the following present:
  - Present: Board Members Baugh, Moty, Rickert, and Schreder
  - Absent: Board Member Dacquisto
  - Staff: County Executive Officer Larry Lees, County Counsel Rubin E. Cruse, Jr., Administrative Board Clerk Kristin Gulling-Smith, Administrative Board Clerk John Sitka, and Chief Deputy Clerk of the Board Mary Williams.

#### PUBLIC COMMENT PERIOD - OPEN TIME

There were no comments from members of the public.

#### CONSENT CALENDAR

By motion made, seconded (Baugh/Rickert), and unanimously carried, the Air Pollution Control Board took the following actions, which were listed on the Consent Calendar:

Approved the minutes of the meeting held on May 7, 2019, as submitted. (Clerk of the Board)

Adopted APCB Resolution No. 2019-08 which authorized the: Acceptance of funds from the California Air Resources Board (CARB) for implementation of the Prescribed Burn Air Monitoring Equipment Cache Storage Program Grant (Grant); and Air Pollution Control Officer to execute the Grant and negotiate, sign, and amend, as needed, future agreements and contracts related to these activities, and to accept funds and to implement associated projects.

(See APCB Resolution Book No. 2)

Tuesday, June 4, 2019

#### **REGULAR CALENDAR**

#### SCHEDULED HEARINGS

#### AIR QUALITY MANAGEMENT DISTRICT

#### FISCAL YEAR 2019-20 BUDGET REVIEW

Department of Resource Management Community Education Manager Ronni Harman provided the proposed Air Quality Management District Fiscal Year (FY) 2019-20 Budget for the review of members of the Air Pollution Control Board and requested a special meeting be set on June 25, 2019, to consider the adoption of the FY 2019-20 Budget.

The Public Hearing was opened, at which time no one spoke for or against the proposed budget, and the public hearing was closed.

<u>8:34 a.m.:</u> The Air Pollution Control Board adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES Clerk of the Air Pollution Control Board

By\_

Deputy

#### REPORT TO SHASTA COUNTY AIR POLLUTION CONTROL BOARD

## **BOARD MEETING DATE:** June 25, 2019 **CATEGORY:** CONSENT - GENERAL GOVERNMENT-3.

#### SUBJECT:

Air Quality Management District Hearing Board Reappointment

**DEPARTMENT:** Clerk of the Board

Supervisorial District No. : All

DEPARTMENT CONTACT: Kristin Gulling-Smith, Deputy Clerk of the Board, (530) 225-5550

STAFF REPORT APPROVED BY: Mary Williams, Chief Deputy Clerk of the Board

Vote Required?	General Fund Impact?
Simple Majority Vote Required	No General Fund Impact

#### **RECOMMENDATION**

Reappoint Allen Krohn, M.D., to the Air Quality Management District Hearing Board for a three-year term to expire July 31, 2022.

#### **SUMMARY**

The Air Pollution Control Board considers making appointments and reappointments to the Air Quality Management District (AQMD) Hearing Board when terms of office are expiring or vacancies occur.

#### **DISCUSSION**

The AQMD Hearing Board hears variance requests and disputed issues with regard to issued permits. Pursuant to Health and Safety Code 40801, the hearing board is to consist of one member admitted to the practice of law in this state, one member who is a professional engineer, one member from the medical profession whose specialized skills are in the fields of environmental medicine, community medicine, or occupational/toxicologic medicine, and two members of the public.

Dr. Allen Krohn has expressed a will to serve another term on the AQMD Hearing Board and is a medical professional. There remains one vacancy for a professional engineer and one vacancy for a member admitted to the practice of law. Staff will continue working to fill these expired positions. If staff continues to be unable to find persons who meet these qualifications for the open positions and are willing and able to serve, staff will consider recommending other persons to fill those positions, in accordance with Health & Safety Code section 40802.

Three members would constitute a quorum; therefore, this appointment would allow the AQMD Hearing Board to operate in the meantime.

#### ALTERNATIVES

The Air Pollution Control Board may choose not to make the reappointments; however, this would leave the AQMD Hearing Board without a quorum.

#### **OTHER AGENCY INVOLVEMENT**

None.

## **FINANCING**

There is no General Fund impact.

ATTACHMENTS:

Description

Krohn Reappointment Memo

Upload Date	Description
6/17/2019	Krohn Reappointment Memo



## SHASTA COUNTY

CLERK OF THE BOARD OF SUPERVISORS A DIVISION OF THE ADMINISTRATIVE OFFICE LAWRENCE G. LEES, CEO/CLERK OF THE BOARD Mary Williams, Chief Deputy Clerk of the Board

1450 COURT STREET, SUITE 308B REDDING, CALIFORNIA 96001-1680 VOICE - (530) 225-5550 TOLL FREE IN NORTH STATE - (800) 479-8009 FAX - (530) 225-5189

TO:	Dr. Allen Krohn
FROM:	Kristin Gulling-Smith, Administrative Board Clerk
DATE:	May 29, 2019

SUBJECT: Reappointment to Air Quality Management District Hearing Board

Please be advised that, in July 2019, the Board of Supervisors will consider your reappointment to the Air Quality Management District Hearing Board for a 3-year term to begin in August 2019 and end July 31, 2022.

I would appreciate the return of this memo by June 30, 2019, indicating your willingness to continue serving in this capacity. Please check the appropriate response, sign, and date this memo, and return it to the Clerk of the Board.

We appreciate your participation in local government. Should you have any questions, please feel free to contact me at (530) 225-5550. Thank you for your cooperation in this matter.

I desire to be considered for reappointment to the Hearing Board.

I desire to withdraw from consideration of reappointment.

aucacaturo 6/11/19

Signature

Mease change my address to:



Same emait & phone #

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#### REPORT TO SHASTA COUNTY AIR POLLUTION CONTROL BOARD

## **BOARD MEETING DATE:** June 25, 2019 **CATEGORY:** SCHEDULED HEARING - RESOURCE MANAGEMENT-1.

#### SUBJECT:

Adoption of the fiscal year 2019/20 recommended budget for the Shasta County Air Quality Management District

**DEPARTMENT:** Air Quality Management District

Supervisorial District No. : ALL

**DEPARTMENT CONTACT:** Paul A. Hellman, Air Pollution Control Officer, 530-225-5789

STAFF REPORT APPROVED BY: Paul A. Hellman, Air Pollution Control Officer

Vote Required?	General Fund Impact?
Simple Majority Vote Required	No General Fund Impact

#### **RECOMMENDATION**

Take the following actions: (1) Conduct a public hearing to consider adopting the Fiscal Year (FY) 2019/20 Air Quality Management District (District) budget as it was reviewed at the June 4, 2019 public hearing and; (2) adopt the FY 2019/20 District budget.

#### **SUMMARY**

#### **DISCUSSION**

In conformance with California Health & Safety Code Sections 40130 and 40131, the Shasta County Air Quality Management District held a separate public hearing on June 4, 2019 for the purpose of reviewing the proposed fiscal year 2019/20 budget and to provide the public an opportunity to review and comment on the proposed budget proposed. The District made all required information (summary of the budget with all supporting documents, and a schedule of fees to be imposed by the District to fund its program) available to the public 30 days prior to that hearing, published and posted notice of the hearing and directly notified all permittees subject to fees imposed by the district in the preceding year of the availability of the hearing and the above-referenced information. No public comments were received and no changes were made to the proposed budget at the June 4, 2019 public hearing. The FY 2019/20 recommended budget includes revenue in the amount of \$1.3 million and expenditures in the amount of \$2.1 million. Expenditures exceed revenues by \$847,663 and will be funded with the use of

Air Pollution Control Board Regular Meeting - June 25, 2019 fund balance.

#### **ALTERNATIVES**

No alternative to this public hearing is available since the hearing is required by statute.

#### **OTHER AGENCY INVOLVEMENT**

The District budget is part of the budget proposed for the Shasta County Department of Resource Management.

#### **FINANCING**

The District budget proposed for FY 2019/20 reflects no General Fund support from Shasta County or the cities of Redding, Anderson and Shasta Lake. It is important to note that approximately 95 percent of AB 2766 monies (DMV fees) are being used to insure compliance with the California Clean Air Act. While the amount of DMV fees utilized by various Air Districts to insure compliance with the California Clean Air Act. Air Act varies, the District relies heavily on this funding source for basic operations.

ATTACHMENTS:		
Description	Upload Date	Description
AIR DISTRICT BUDGET	6/13/2019	AIR DISTRICT BUDGET

STATE CONTROLLER COUNTY BUDGET ACT (1985)	ACTUAL REV/EXP 2017-18	ADJUSTED BUDGET 2018-19	ESTIMATED REV/EXP 2018-19	BUDGET REQUESTS 2019-20	BUDGET RECOMMENDED 2019-20	DIFFERENCE RCMMND 19-2 REQST 19-20
00373 AIR QUALITY MGMT DIST ADMIN						
LICENSES, PERMITS & FRANCHISES 00373 215500 AIR POLLUTION FEES 00373 215520 BURNING PERMIT FEES 00373 215521 BURN PERMIT FEE BASIN CONTROL 00373 215550 DEVICE PERMIT FEES 00373 215600 HEARING BOARD FEES	\$3,630 4,783 830 220,516 150	\$2,500 4,608 800 230,000 400	\$2,500 4,608 800 230,000 400	\$3,500 4,600 800 230,000 200	\$3,500 4,600 800 230,000 200	\$0 0 0 0
TOTAL LICENSES, PERMITS & FRANCHISES	\$229,908	\$238,308	\$238,308	\$239,100	\$239,100	\$0
FINES, FORFEITURES & PENALTIES 00373 318770 COURT FINES & PENALTIES	\$12,135	\$0	\$-2,990	\$0	\$0	\$0
TOTAL FINES, FORFEITURES & PENALTIES	\$12,135	\$0	\$-2,990	\$0	\$0	\$0
REVENUE FROM MONEY & PROPERTY 00373 420000 INTEREST	\$34,649	\$18,000	\$26,494	\$20,000	\$20,000	\$0
TOTAL REVENUE FROM MONEY & PROPERTY	\$34,649	\$18,000	\$26,494	\$20,000	\$20,000	\$0
INTERGOVERNMENTAL REVENUES 00373 526011 STATE MOTOR VEHICLE AB2766 00373 545500 STATE AIR POLLUTION GRANT 00373 549189 STATE AIR RESOURCES BOARD 00373 549190 STATE AIR RSRCS BRD MOYER GRT 00373 560200 FEDERAL EPA PM25	\$515,754 51,129 28,185 1,383,536 9,100	\$500,000 100,793 359,876 1,000,000 7,100	\$500,000 100,793 259,876 0 21,626	\$525,000 72,583 150,000 317,837 9,100	\$525,000 72,583 150,000 317,837 5,100	\$0 0 0 -4,000
TOTAL INTERGOVERNMENTAL REVENUES	\$1,987,703	\$1,967,769	\$882,295	\$1,074,520	\$1,070,520	\$-4,000
CHARGES FOR SERVICES 00373 692000 CHGS FOR PROFESSIONAL SVS 00373 692100 PHOTOCOPIES 00373 692360 REIMB AIR TOXIC ACT	\$24,561 227 2,396	\$15,000 200 1,000	\$15,000 200 1,000	\$15,000 200 1,000	\$15,000 200 1,000	\$0 0 0
TOTAL CHARGES FOR SERVICES	\$27,184	\$16,200	\$16,200	\$16,200	\$16,200	\$0
MISCELLANEOUS REVENUES 00373 799391 PRIOR PERIOD REV ADJUSTMENT	\$1,166,842	\$0	\$0	\$0	\$0	\$0
TOTAL MISCELLANEOUS REVENUES	\$1,166,842	\$0	\$0	\$0	\$0	\$0

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STATE CONTROLLER COUNTY BUDGET ACT (1985)	ACTUAL REV/EXP 2017-18	ADJUSTED BUDGET 2018-19	ESTIMATED REV/EXP 2018-19	BUDGET REQUESTS 2019-20	BUDGET RECOMMENDED 2019-20	DIFFERENCE RCMMND 19-2 REQST 19-20
00373 800112 TRANS IN ASSESSOR	\$0	\$1,965	\$0	\$0	\$0	\$0
TOTAL OTHR FINANCING SOURCES TRAN IN	\$0	\$1,965	\$0	\$0	\$0	\$0
TOTAL REVENUES*********************	\$3,458,422	\$2,242,242	\$1,160,307	\$1,349,820	\$1,345,820	\$-4,000 ======
SALARIES AND BENEFITS	+0.50 000	+ + = = = = = = =	+455 000	*****	+ 4 0 - 0 0 0	**
00373 011000 REGULAR SALARIES	\$363,802	\$456,892	\$455,392	\$487,000	\$487,000	\$0
00373 011200 TERMINATION/SPECIAL PAY 00373 017000 EXTRA HELP	0	0	948 0	0 20,000	20,000	0
00373 017000 EXIRA HELP 00373 017502 OVERTIME PAY	0	0	665	20,000	20,000	0
00373 017502 OVERTIME PAT 00373 017517 CELL/PDA COMM ALLOWANCE PROG	0	0	005	1,000	0	-1,000
00373 017517 CELL/PDA COMM ALLOWANCE PROG 00373 018100 EMPLOYER SHARE FICA	26,649	34,968	34,968	39,000	39,000	-1,000
00373 018201 EMPLOYER SHARE FICH	65,500	91,105	91,105	107,000	107,000	0
00373 018205 EMPLOYER SHARE 401A	05,500	524	524	1,100	1,100	0
00373 018300 EMPLOYER SHARE HEALTH INSUR	84,054	106,819	106,319	134,000	134,000	0
00373 018307 EMPLYR SHR OTHER POST EMP BEN	10,914	13,707	13,707	19,000	19,000	0
00373 018400 EMPLOYER SHR UNEMPLOYMENT INS	1,164	709	709	600	600	0
00373 018500 WORKERS COMP EXPOSURE	4,583	3,840	3,840	1,400	1,400	0
00373 018603 CELL/PDA COMM ALLOWANCE PROG	0	0	0	0	1,000	1,000
TOTAL SALARIES AND BENEFITS	\$556,666	\$708,564	\$708,177	\$810,100	\$810,100	\$0
SERVICES AND SUPPLIES						
00373 032300 CLOTHING/PERSONAL SUPPLIES XP	\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$0
00373 032500 COMMUNICATIONS EXPENSE	6,973	7,500	7,500	12,000	12,000	0
00373 032590 CHGS FAC MGMT COMM	41	39	39	45	45	0
00373 032591 CHGS IT COMM	2,228	2,397	2,397	2,918	2,918	0
00373 032700 FOOD EXPENSE	0	40	50	50	50	0
00373 032900 HOUSEHOLD EXPENSE	59	500	500	300	300	0
00373 032992 CHGS FAC MGMT HSHLD XP	13,809	13,453	13,453	14,421	14,421	0
00373 033102 INSUR XP LIABILITY EXPOSURE	1,325	1,189	1,189	1,300	1,300	0
00373 033103 INSUR XP MISCELLANEOUS	830	634	634	600	600	0
00373 033105 INSUR XP LIABILITY EXPERIENCE	1,318	1,927	1,927	1,500	1,500	0
00373 033500 MAINTENANCE OF EQUIPMENT	339	3,500	3,500	1,000	1,000	0
00373 033528 MNT EQP SOFTWARE	13,100	20,000	20,000	0	0	0
00373 033592 CHGS IT MNT HARD/SOFTWARE	871	880	880	851	851	0
00373 033791 CHGS FAC MGMT MAINT STR 00373 033900 MEDICAL/DENTAL/LAB SUPPLIES	9,221 0	8,233 0	8,233 340	13,590 400	13,590 400	0
00373 033900 MEDICAL/DENTAL/LAB SUPPLIES 00373 034100 MEMBERSHIPS	5,855	7,000	7,000	7,000	7,000	0
00373 034100 MEMBERSHIPS 00373 034500 OFFICE EXPENSE	5,855	12,500	6,500	7,000	7,000	0
00373 034500 OFFICE EXPENSE 00373 034536 OFFICE XP OFFICE FURNITURE	4,905	2,000	2,000	2,000	2,000	0
00373 034590 CHGS OC PHOTOCOPY SVS	4	13	2,000	2,000	2,000	0
00373 034591 CHGS OC POSTAGE SVS	1,449	1,228	1,228	1,744	1,744	0
00373 034592 CHGS OC OTHER MAIL SVS	1,491	1,543	1,543	1,626	1,626	0
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STATE CONTROLLER	ACTUAL REV/EXP	ADJUSTED BUDGET	ESTIMATED REV/EXP	BUDGET REQUESTS	BUDGET RECOMMENDED	DIFFERENCE RCMMND 19-2
COUNTY BUDGET ACT (1985)	2017-18	2018-19	2018-19	2019-20	2019-20	REQST 19-20
00373 034802 PROF ADMIN SVS	111,875	127,483	127,483	115,139	115,139	0
00373 034803 PROF ADVERTISING & MKTG SVS	0	5,000	5,000	3,000	3,000	0
00373 034806 PROF AUDIT SVS	8,300	14,000	14,000	16,000	16,000	0
00373 034807 PROF BANK SVS	0	1,000	1,000	1,000	1,000	0
00373 034837 PROF PREEMPLOYMENT SVS	602	0	500	600	600	0
00373 034863 PROF GRANT SVS	380,000	1,730,500	1,000,000	365,513	935,715	570,202
00373 034890 CHGS FAC MGMT PROF SVS	825	1,512	1,512	810	810	0
00373 034892 CHGS IT PROFESSIONAL SVS	29,184	35,763	32,763	23,498	23,498	0
00373 034900 PUBLICATIONS & LEGAL NOTICES	424	2,000	2,000	1,000	1,000	0
00373 035100 RENTS & LEASES OF EQUIPMENT	1,645	2,000	2,000	1,800	1,800	0
00373 035300 RENTS & LEASES OF STRUCTURES	336	3,000	3,000	0	0	0
00373 035500 MINOR EQUIPMENT	1,201	11,000	7,000	3,000	3,000	0
00373 035590 CHGS IT SOFTWARE EQP	120	11,000	11,000	6,000	6,000	0
00373 035591 CHGS IT HARDWARE EQP	7,084	10,200	6,000	8,000	8,000	0
00373 035592 CHGS IT TELECOMM EQP	0	4,300	4,300	4,300	4,300	0
00373 035700 SPECIAL DEPARTMENTAL EXPENSE	82	2,800	2,800	2,000	2,000	0
00373 035755 SP DEPT XP AIR QLTY INCENTIVES	13,614	180,000	180,000	120,000	120,000	0
00373 035900 TRANSPORTATION & TRAVEL	3,417	4,000	4,000	4,000	4,000	0
00373 035940 TRANS/TRVL FUEL	2,179	4,000	4,000	4,000	4,000	0
00373 035947 TRANS/TRVL VOLUNTEER	0	200	200	200	200	0
00373 035990 CHGS FLEET TRANS/TRVL	11,367	13,372	13,372	10,859	10,859	0
00373 035999 TRN/TRV PY EE 1 DAY MEAL REIMB	317	200	200	300	300	0
00373 036100 UTILITIES	10,526	11,447	11,447	12,592	12,592	0
TOTAL SERVICES AND SUPPLIES	\$646,914	\$2,269,353	\$1,522,520	\$778,991	\$1,349,193	\$570,202
OTHER CHARGES						
00373 050001 CENTRAL SERVICE COST PLAN CHGS	\$17,225	\$35,656	\$35,656	\$20,704	\$20,704	\$0
00373 050003 BUILDING & EQUIP COST PLAN CHG	11,118	10,005	10,005	12,540	12,540	0
00373 050800 TAXES & ASSESSMENTS	30	38	41	46	46	0
00373 051390 CONTR TO AIR RES BOARD	769	800	800	900	900	0
TOTAL OTHER CHARGES	\$29,141	\$46,499	\$46,502	\$34,190	\$34,190	\$0
CAPITAL ASSETS						
00373 065122 2 VEHICLES W/ ACCESSORIES	\$0	\$40,000	\$40,000	\$0	\$0	\$0
00373 065215 1 MONITORING DEVICE W ACCESS	0	14,526	14,526	0	0	0
00373 065317 SOFTWARE	5,438	23,600	23,600	0	0	0
TOTAL CAPITAL ASSETS	\$5,438	\$78,126	\$78,126	\$0	\$0	\$0
OTHER FINANCING USES						
00373 095166 TRANS OUT CAPITAL PROJECTS	\$74,109	\$0	\$0	\$0	\$0	\$0
TOTAL OTHER FINANCING USES	\$74,109	\$0	\$0	\$0	\$0	\$0

STATE CONTROLLER COUNTY BUDGET ACT (1985)	ACTUAL REV/EXP 2017-18	ADJUSTED BUDGET 2018-19	ESTIMATED REV/EXP 2018-19	BUDGET REQUESTS 2019-20	BUDGET RECOMMENDED 2019-20	DIFFERENCE RCMMND 19-2 REQST 19-20
TOTAL EXPENDITURES******************	\$1,312,268	\$3,102,542	\$2,355,325	\$1,623,281	\$2,193,483	\$570,202