



# 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, November 5, 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 request forms are available (1) online at [http://www.co.shasta.ca.us/BOS/docs/Request\\_to\\_talk.pdf](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**

Approve and authorize the Chairman to sign a retroactive real property lease agreement with Shasta Lake Fire Protection District in the amount of \$360 per year for 25 square feet of space at 13791 Lake Blvd., Shasta Lake, Station 3 for the period November 1, 2019 through October 31, 2024 with two optional three-year extensions.

**No General Fund Impact**

**Simple Majority Vote Required**

**C 2 Air Quality Management District**

Approve and authorize the Chairman to sign: (1) Subvention Program Application for Fiscal Year (FY) 2019-20 in the amount of \$41,000; (2) Supplemental Funds Request Form for FY 2019-20 in the amount of \$7,731; and (3) Subvention Program Year-End Financial Report for FY 2018-19.

**No General Fund Impact**

**Simple Majority Vote Required**

**C 3 Clerk of the Board**

Approve the proposed calendar of the Air Pollution Control Board's meetings for the year 2020.

**No General Fund Impact**

**Simple Majority Vote Required**

**C 4 Clerk of the Board**

Appoint Amber Z. Lane to the Air Quality Management District Hearing Board for a three-year term to expire February 1, 2022.

**No General Fund Impact**

**Simple Majority Vote Required**

**C 5 Clerk of the Board**

Approve the minutes of the meeting held on August 13, 2019, as submitted.

**No General Fund Impact**

**Simple Majority Vote Required**

### **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](mailto: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 [www.co.shasta.ca.us](http://www.co.shasta.ca.us). In addition, The Air Pollution Control Board meeting videos are viewable on Shasta County's website at [www.co.shasta.ca.us](http://www.co.shasta.ca.us).

REPORT TO SHASTA COUNTY AIR POLLUTION CONTROL BOARD

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** CONSENT - GENERAL GOVERNMENT-1.

**SUBJECT:**

Real property lease agreement between Shasta County Air Quality Management District and Shasta Lake Fire Protection District.

**DEPARTMENT:** Air Quality Management District

**Supervisory 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**

Approve and authorize the Chairman to sign a retroactive real property lease agreement with Shasta Lake Fire Protection District in the amount of \$360 per year for 25 square feet of space at 13791 Lake Blvd., Shasta Lake, Station 3 for the period November 1, 2019 through October 31, 2024 with two optional three-year extensions.

**SUMMARY**

N/A

**DISCUSSION**

The Shasta County Air Quality Management District (District) currently operates an air quality monitoring station at Shasta Lake Fire Protection District (SLFPD), Station 3, located at 13791 Lake Blvd., Shasta Lake City, CA. In 2002, when this air monitoring station was established, an occupancy agreement was entered into between the District and SLFPD via letter correspondence.

It has recently been determined that the current agreement does not meet Shasta County administrative requirements for renting or leasing property. As a result, a real property lease agreement (Agreement) was drafted by County staff. The Agreement details the terms of the lease and the responsibilities of each party. As drafted, the Agreement establishes rent for the 25-square-foot space at \$360 per year with an initial term of five years commencing November 1, 2019, and ending October 31, 2024.

The Agreement was approved by the SLFPD Board at their regularly scheduled meeting on October 14, 2019.

**ALTERNATIVES**

The Board may decline to enter into the proposed Agreement. This would result in the loss of rental space for the District's air monitoring station and would adversely affect the District's ability to carry out local air monitoring services.

**OTHER AGENCY INVOLVEMENT**

The SLFPD Board has approved the Agreement. County Counsel has approved the Agreement as to form. Risk Management has approved the Agreement. This recommendation has been reviewed by the County Administrative office.

**FISCAL IMPACT**

This proposed action has adequate appropriations and were projected in the District’s Fiscal Year 2019-20 Adopted budget.

**ATTACHMENTS:**

Description	Upload Date	Description
Agreement	10/24/2019	Agreement

**REAL PROPERTY LEASE AGREEMENT**

THIS LEASE is made between Shasta Lake Fire Protection District, hereinafter referred to as “Lessor,” and the Shasta County Air Quality Management District, a special district, hereinafter referred to as “Lessee” (collectively, the “Parties” and individually a “Party”).

**Section 1. PREMISES:**

Lessor hereby leases to Lessee those premises located at 13791 Lake Blvd., City of Shasta Lake, County of Shasta, State of California, consisting of:

- A. Approximately 25 square feet of floor space located within the northeast corner of the detached double garage.
- B. Common use of roadways, driveways, and off-street parking to access the Premises.
- C. Electrical power supply to one ozone monitor and one data logger monitor requiring approximately 60 watts total.

**Section 2. TERM AND TERMINATION:**

**2.1 Initial Term.** The premises are leased for an initial term of five years commencing November 1, 2019, and ending October 31, 2024, or such earlier date as this lease may terminate as provided in this lease, except that if the termination date falls on a Sunday or a holiday, then this lease shall end at 12:00 o'clock noon on the business day next preceding that day.

**2.2 Options to Extend Term.** At the expiration of the initial term of this lease, if Lessee is not in default, Lessee shall have two options to extend this lease for additional three year periods on the same terms and conditions as the initial term. The exercise of any option shall be by written notice to Lessor 60 days prior to the end date of this lease or any option period.

**2.3 Holding Over.** Any holding over shall be on a month-to-month tenancy at \$30 per month, and all other provisions of this lease shall remain in full force and effect on a month-to-month tenancy unless and until either party gives 30 days written notice to the other, and Lessee's tenancy shall terminate at midnight on the last day of the month following the last day of the month in which such notice is given.

AQCB  
13791 Lake Blvd., City of Shasta Lake

**2.4 Fiscal Termination.** Lessee and Lessor are both public entities. Lessor acknowledges and agrees that the obligation of Lessee to pay rent under this lease is contingent upon the availability of Lessee funds which are appropriated or allocated by Lessee's Board of Directors, for the payment of rent. Should the funding for the intended use of the premises cease, be materially decreased, or otherwise not available or not be appropriated or allocated by the Board of Directors during the term of this lease, Lessee may terminate this lease by furnishing at least 30 days written notice of its intention to vacate. In no event shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the term of this lease. The parties acknowledge and agree that the power to terminate described in this section is required by Article 16, section 18 of the California Constitution, and that that constitutional provision supersedes any law, rule, regulation or statute which conflicts with the provisions of this subsection.

**2.5 Termination Due to Contamination.** Notwithstanding any other provision of this lease, Lessee shall have the right to terminate this lease should problems with asbestos, lead, mold, fungus, or other contamination arise which would cause Lessee to expend funds to eliminate the problems in order to continue its tenancy. Lessee shall have no liability for any repairs occasioned by asbestos, lead, mold fungus, or other contamination problems, and has the option to terminate this lease should Lessee reasonably determine that any such problem exists.

**2.6 Miscellaneous Termination.** Lessor may terminate this lease by furnishing at least a 60 day written notice of its intention to terminate the lease to Lessee. For reasons other than fiscal termination as described in section 2.4 of this lease, Lessee may terminate this lease by furnishing at least a 60 day written notice of its intention to terminate the lease to Lessor.

Section 3. **RENT:**

**3.1 Rent.** The rent to be paid by Lessee for the initial term and any extensions of this lease shall be \$360 per year. Rent shall be paid in advance on the first day of each lease year.

**3.2 Prorated Rent.** If the term begins (or ends) on other than the first (or last) day of the lease year, the rent payment for that year shall be prorated on a per diem basis based upon the number of days of occupancy during the year.

AQCB  
13791 Lake Blvd., City of Shasta Lake

Section 4. **USE OF PREMISES:**

Lessee shall use and occupy the premises for the purpose of conducting general Lessee business and allowing personnel to maintain and service the meteorological equipment with ambient air quality monitoring. The premises shall be used for no other purpose without the written consent of Lessor. Such consent shall not be unreasonably withheld.

Section 5. **SERVICES AND UTILITIES:**

5.1 **Lessor's Obligations.** Lessor shall pay all charges for electricity, gas, telephone, garbage removal, and custodial services associated with the premises during the term of this lease and any extensions of the term. Lessor further agrees to not permit any liens to be attached to the said property for any delinquent charges for utilities or service.

5.2 **Government Restrictions.** In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the term of this lease, both Lessor and Lessee shall be bound thereby. Any costs associated with compliance shall be paid by the Lessor unless such costs are directly related to the conduct of Lessee's business within the premises.

Section 6. **MAINTENANCE AND REPAIRS:**

6.1 **Lessor's Obligations.**

6.1.1 Lessor may, upon written authorization by Lessee, enter and inspect the premises at reasonable times to render maintenance services or make any necessary repairs to the premises. Written authorization for this purpose may be provided to Lessor via email by the Air Pollution Control Officer or designee.

6.1.2 Lessor shall, during the term of this lease or any extension of the term, provide and maintain in good repair and tenantable condition, at Lessor's own cost, the exterior of the premises, together with appurtenances, rights, privileges and easements belonging or appertaining thereto including, but not limited to, the following: landscaping, building structural integrity, paving, parking lots, parking lot striping, fencing, irrigation systems, walks, roof, gutters, downspouts, exterior walls, exterior doors, exterior door handles, windows, exterior building

AQCB  
13791 Lake Blvd., City of Shasta Lake



including, but not limited to, exterior lighting, and other outside elements of the premises. Lessor shall also provide for maintenance of common use of driveways, sidewalks, and common use public parking spaces.

6.1.3 Lessor shall, during the term of this lease or any extension of the term, provide and maintain in good repair and tenantable condition, at Lessor's own cost, interior structural components including, but not limited to, handrails, ceilings, doors, door handles, fire sprinkler systems, fire alarm systems, and walls.

6.1.4 Lessor shall pay the costs of ordinary and routine maintenance and any repairs and/or replacement of the, electrical systems and fixtures, and heating, ventilation and air conditioning (HVAC) systems and any other installed systems used for heating or cooling or ventilation. Lessor shall schedule and pay for annual HVAC inspections. Lessor shall provide Lessee HVAC maintenance records quarterly. Lessor shall replace HVAC filters no less frequently than every 90 days. Maintenance of equipment shall include, but is not limited to, furnishing and replacing ballasts and ventilating equipment filter pads.

6.1.5 Lessor shall repair or replace any flooring and repaint premises when it is degraded by wear and tear. If the Lessor replaces any flooring at the premises, Lessor shall give Lessee the option to choose the color. If the Lessor replaces the flooring, Lessor shall provide faxed notice to the Air Pollution Control Officer prior to scheduling any replacement of flooring and shall schedule work in a manner that is lease disruptive to Lessee operations as possible, as determined by Lessee. Lessor shall comply with any security or privacy directives of Lessee.

6.1.6 Lessor shall provide all exterior pest control services.

6.1.7 Lessor shall, at Lessor's own cost, promptly make repairs to areas of water intrusion and replace any building materials that show signs of current or previous water intrusion.

6.1.8 Lessor is responsible for repairs or maintenance to the premises which are caused by Lessor, or its agents, employees, contractors or others entering the premises on Lessor's behalf including, but not limited to, for the purpose of performing the work described in section 7.2 of this lease and/or other maintenance and repairs.

6.1.9 If Lessor, or its employees, contractors or others are at the premises, Lessor is responsible for securing the premises including, but not limited to locking doors.

**6.2 Lessee's Obligations.**

6.2.1 Lessee shall furnish at Lessee's sole expense all electric light bulbs and/or tubes as required during the term of this lease and any extensions of the term.

6.2.2 Lessee shall, at Lessee's own expense and at all times, maintain the interior of the premises in good and safe condition. Except as provided in section 6.1, Lessee shall be responsible for repairs or maintenance to the premises which are caused by Lessee, or its employees, contractors or others entering the premises on Lessee's behalf.

6.2.3 Lessee shall repair at its own expense any damage to the premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, or improvements or additions, including without limitation thereto, repairing damage to the floor and patching the walls.

6.2.4 Lessee shall give Lessor prompt notice of any damage to or defective condition in any part or appurtenance of the hot water heater or the mechanical, electrical, plumbing, HVAC, or other systems serving, located in, or passing through the premises, including notice of any water intrusion. If, after notice from Lessee, Lessor does not commence making repairs within 48 hours, Lessee may cause the repairs to be made and deduct the cost of the repairs from the rent.

6.2.5 Lessee shall be allowed to add two deadbolts to each garage door with padlocks. Lessee shall provide Lessor a key within five working days of installation of the deadbolts. In the event Lessee does not provide Lessor a key, Lessee shall be responsible for any damage caused by entry during an emergency when such damage is caused by Lessor's lack of a key.

**6.3 Compliance with Law.**

6.3.1 Lessor and Lessee shall each do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to their respective maintenance obligations as set forth herein. Any costs associated with compliance shall be paid by Lessor unless such costs are directly related to the conduct of Lessee's business within the premises.

6.3.2 Lessor represents that the premises are compliant with the Americans with Disabilities Act (42 USC sec. 12101) and its related regulations, and the Fair Employment and Housing Act (Gov. Code section 12940), and Title 24 of the California Code of Regulations. Lessor's obligation as set forth in Section 9.2 herein shall include the obligation to indemnify, defend, and hold Lessee harmless from any and all claims or actions arising from violations of the Americans with Disabilities Act or the Fair Employment and Housing Act.

6.3.3 As required by California Civil Code section 1938, Lessor represents that the premises have not undergone inspection by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Section 7. **ALTERATIONS:**

7.1 **Alterations by Lessee.**

Lessee, with Lessor's written consent, which shall not be unreasonably withheld, may make any alterations to the premises, or any part of the premises that Lessee deems appropriate and necessary. Written consent by Lessor may be provided via facsimile or email with original to follow. Written consent by Lessor for this purpose may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. All improvements made by Lessee to the premises which are attached to the premises so that they cannot be removed without material injury to the premises shall become the property of Lessor upon installation. Not later than the last day of the term of this lease, Lessee shall, at Lessee expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinet work,

AQCB  
13791 Lake Blvd., City of Shasta Lake

moveable paneling, partitions and the like; repair all damage resulting from the installation or removal of such property and improvements; surrender the premises in as good order, condition or repair as they were in at the beginning of the term, except for reasonable use and wear thereof, and damage by fire, the elements, casualty, act of God or other cause not due to the misuse or neglect of Lessee or Lessee's officers, agents, employees or visitors; and remove at Lessee's expense any signs, notices or displays placed or installed by Lessee.

**7.2 Alterations by Lessor.**

**7.2.1 Compliance with Law; Testing.** During the term of this lease and any options thereof, should Lessor make any modifications or alterations to the premises, modifications or alterations shall comply with the California Building Code, local building codes Americans with Disabilities Act (ADA) regulations, and all other applicable laws and regulations. The Lessor shall pay the costs and shall take samples and test, by an accrediting laboratory, all building materials subject to remodel, modifications or repair for asbestos and lead in paint content prior to performing the work. The laboratory test report shall be provided to Lessee prior to commencement of the work. In the event asbestos and/or lead in paint is found in building materials that will be disturbed in the course of remodeling, modifications or repair, the Lessor shall pay the costs and handle the materials as per the California Code of Regulations, local codes, Federal Environmental Protection Agency regulations, and all other applicable laws and regulations.

**7.2.2 Prevailing Wages.** Lessor shall and shall require any party performing any work that constitutes a public works project as defined by California law including, but not limited to, construction, improvement, demolition, alteration, renovation, or repair of a publicly leased or operated building or structure, to comply with all provisions of California law regarding construction that constitutes a public works project. Any agreement between Lessor and a third party for work that constitutes a public works project shall include the following provision:

Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at Shasta County's Department of Public Works, located at 1855 Placer

AQCB  
13791 Lake Blvd., City of Shasta Lake

Street, Redding, California, and are available to Contractor upon request. Contractor shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

By this notice, Lessor is also informed that Public Contract Code section 22002 et seq. applies to work performed pursuant to this lease. In addition to any other indemnification provision of this lease, Lessor shall indemnify and hold County harmless from and defend County against any and all claims of liability for any failure by Lessor arising in part or in whole from Lessor's or its agents, contractors, or employees' failure to comply with the duties proscribed by this section.

Section 8. **ASSIGNMENT AND SUBLETTING:**

8.1 **Lessor's Consent Required.** Lessee shall not assign this lease, or any interest therein, and shall not lease or sublet said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of Lessor, which consent shall not be unreasonably withheld. Consent to one assignment or subletting shall not be construed as consent to any subsequent assignment or subletting. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer of this lease, or of any interest therein, or subletting, either by voluntary or involuntary act of Lessee, or by operation of law or otherwise, shall, at the option of Lessor, terminate this lease, and any such purported assignment, transfer or subletting without such consent shall be null and void.

8.2 **Release of Lessee.** In the event of an assignment of this lease, which is approved by Lessor, whereby such successor in interest agrees to be bound by all the terms, covenants and conditions of this lease, Lessee shall be relieved from all obligations and liabilities occurring thereafter on the part of the new tenant.

Section 9. **INDEMNITY:**

9.1 **Lessee's Indemnification.** Lessee shall indemnify and hold Lessor harmless from and defend Lessor against any and all claims of liability for any injury, death, or damage to any person or property occurring in or on the premises when such injury, death or damage is caused in part or in whole by the neglect, fault or omission of any duty with respect to the same by Lessee, its agents, contractors, or employees. Lessee shall further indemnify and hold

AQCB  
13791 Lake Blvd., City of Shasta Lake



Lessor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of Lessee or any of its elected officials, officers, employees, agents, and volunteers and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense provided, however, that Lessee shall not be required to defend nor be liable for damage, injury, or death occasioned by the active or passive negligence or intentional acts of Lessor or its agents, contractors, or employees. Lessor shall provide notice to Lessee within 10 days of receipt or notice of any claim.

9.2 **Lessor's Indemnification.** Lessor shall indemnify and hold Lessee, its elected officials, officers, employees, agents, and volunteers harmless from and defend Lessee against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on, or about the premises when such injury, death, or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the same by Lessor, its agents, contractors, or employees. Lessor shall further indemnify and hold Lessee, its elected officials, officers, employees, agents, and volunteers harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Lessor's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of Lessor, or any of its agents, contractors, or employees and from and against all costs, attorney's fees (including fees of County Counsel), expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against Lessee by reason of any such claim, Lessor, upon notice from Lessee, shall defend the same at Lessor's expense provided, however, that Lessor shall not be liable for damage or injury occasioned by the active or passive negligence or intentional acts of Lessee or its agents or employees. Lessee shall be required to provide notice to the Lessor within 10 days of receipt or notice of any claim.

Section 10. **INSURANCE:**

10.1 Lessor shall maintain throughout the term of this lease and any extension of the term, fire and extended coverage insurance to protect Lessor's interest in the premises and all common areas.

10.2 Without limiting Lessor's duties of defense and indemnification, Lessor shall also obtain, from an insurance carrier authorized to transact business in the State of California, and maintain during the term of this lease and any extension of this lease, Commercial General Liability Insurance for the building and premises of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage.

10.2.1 Any deductible or self-insured retention exceeding \$25,000 for Lessor shall be disclosed to and be subject to approval by the Lessee's Risk Manager prior to the effective date of this lease.

10.2.2 Lessor shall provide Lessee an endorsement or amendment to Lessor's policy of insurance as evidence of insurance protection before the effective date of this lease. The endorsement or amendment shall name Lessee, its elected officials, officers, employees, agents, and volunteers as additional insureds. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to Lessee within 24 hours. If the endorsement or amendment does not reflect the limits of liability provided by the policy, Lessor shall also provide Lessee a certificate of insurance reflecting those limits.

10.2.3 The insurance coverage required by this lease shall be in effect at all times during the term of this lease. In the event any insurance coverage expires at any time during the term of this lease, Lessor 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 lease or for a period of not less than one year. In the event Lessor 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 lease, Lessee may, in addition to any other remedies it may have, terminate this lease upon 30 days' notice.

10.3 Lessor releases Lessee from liability for loss or damage covered by Lessor's fire and extended coverage insurance; each such policy shall contain a clause or be endorsed to state the carrier waives its right of subrogation against the Lessee, its elected officials, officers,

AQCB  
13791 Lake Blvd., City of Shasta Lake

employees, agents, and volunteers which might arise in connection with this agreement.

10.4 Lessee will maintain public liability coverage for its operations through self-insurance and provide evidence of coverage upon request by Lessor.

Section 11. **DAMAGE OR DESTRUCTION:**

In the event of any damage to or destruction of the premises, or any portion of the premises, at any time during the term or extended term of this lease, Lessor will promptly repair, replace, restore, and renew the good condition, order, and repair of the premises. Lessor or Lessee may, in writing delivered to the other party within 30 days after the damage or destruction, terminate this lease as of the date of the damage or destruction if the repair, replacement, restoration, or renewal would likely require more than three months to complete or if the damage or destruction occurs within the final 12 months of the term. During the period of any such repair, replacement, restoration, or renewal, the obligation of Lessee to pay rent will be abated to the extent the premises are effectively rendered unfit for their intended use by Lessee as a result of such damage or destruction.

Section 12. **EMINENT DOMAIN:**

If all or any part of the premises are taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either party shall have the right, at its option, exercisable within 30 days of receipt of notice of such taking, to terminate this lease as of the date possession is taken by the condemning authority. In the event of a partial taking which does not result in a termination of this lease, rent shall be abated in the proportion which the part of the premises made unusable bears to the rented area of the premises immediately prior to the taking. All consideration, compensation, damages, income, rent, awards, relocation expenses, and interest that may be paid or made in connection with any taking will be divided between the parties as their respective interests may appear as determined by the condemning authority.



Section 13. **DEFAULT:**

If either the Lessor or Lessee fails to comply with any of the material provisions of this lease, notice of such default shall be served on the defaulting party pursuant to the notice provisions of Section 14 and the defaulting party shall have 10 days from receipt of the notice of default to cure said breach. In the event the default is not cured within the 10-day period, the noticing party may terminate this lease.

Section 14. **NOTICES:**

Unless otherwise provided, notices required by law or by this lease to be given to either party shall be in writing and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either party as set forth below or at such other address as a party specifies in writing. If notice is mailed, notice shall be deemed to have been given three days after mailing. When oral notice is authorized by this lease, it shall be deemed to be effective immediately. Unless otherwise stated in this lease, any written or oral notices on behalf of Lessee as provided for in this lease may be executed and/or exercised by the County Executive Officer.

If to Lessor:	Fire Chief Shasta Lake Fire Protection District 4126 Ashby Court Shasta Lake, CA 96019 (530) 275-7474 (530) 275-6502
If to Lessor:	Paul Hellman, Air Pollution Control Officer Department of Resource Management 1855 Placer Street, Suite 200 Redding, CA 96001 (530) 225-5789 (530) 225-5807

If to County: County Executive Officer  
Shasta County Administrative Office  
1450 Court Street, Suite 308A  
Redding, CA 96001-1680  
Phone: 530-225-5561  
Fax: 530-229-8238

Section 15. **GOVERNING LAW:**

All questions with respect to construction of this lease and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. Any dispute arising hereunder or relating to this lease shall be litigated in the State of California and venue shall lie in the County of Shasta.

Section 16. **INUREMENT:**

Subject to the restrictions on assignments as herein contained, this lease shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.

Section 17. **ENTIRE AGREEMENT:**

This instrument along with any exhibits or attachments hereto constitutes the entire lease between Lessor and Lessee relative to the premises. This lease and any exhibits or attachments may be altered, amended, or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee agree that all prior or contemporaneous oral agreements between their agents or representatives relative to the leasing of the premises are written into or revoked by this lease. If any provision contained in an exhibit or attachment to this lease is inconsistent with any other provision herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

Section 18. **ATTORNEY'S FEES:**

If any legal action is brought by either party for the enforcement or interpretation of this lease, for remedy due to its breach, for recovery of the premises, or in any other way arising

AQCB  
13791 Lake Blvd., City of Shasta Lake

from the terms of this lease, the prevailing party shall be entitled to recovery reasonable attorney fees (including fees of County Counsel), costs, and other litigation expenses which shall become a part of any judgment in the action.

Section 19. **ACCESS TO RECORDS/RECORDS RETENTION:**

19.1 **CalOSHA Records Retention.** Section 5142 of Title 8 of the California Code of Regulations titled "Mechanically Driven Heating, Ventilating and Air Conditioning (HVAC) Systems to Provide Minimum Building Ventilation" requires Lessor to provide to Lessee, quarterly HVAC maintenance and annual HVAC inspection records. Lessor's HVAC maintenance and inspection records must be maintained by Lessor for five years after the termination of this lease, and shall be made available to the Lessee and/or to CalOSHA inspectors by Lessor upon request within 48 hours of written or verbal notification from the Lessee.

19.2 **General Records Retention.** Lessee, federal, and state officials shall have access to any books, documents, papers, and records of Lessor which are directly pertinent to the subject matter of this lease for the purpose of auditing or examining the activities of Lessor or Lessee. Except where longer retention is required by federal or state law, Lessor shall maintain all records for five years after Lessee makes the final lease payment thereunder.

Section 20. **PROPERTY TAXES.**

Lessor represents and warrants that Lessor, on the date of execution of this lease, (1) has paid all property taxes for which Lessor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Lessor shall make timely payment of all property taxes at all times during the term of this lease.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties have executed this lease on the dates set forth below. By their signatures below, each signatory represents that he or she has the authority to execute this lease, and to bind the party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leonard Moty, Chairman  
Board of Supervisors  
County of Shasta  
State of California

**ATTEST:**

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.  
County Counsel

By: \_\_\_\_\_  
James Ross  
Assistant County Counsel

By: \_\_\_\_\_ 10/18/19  
James Johnson  
Risk Management Analyst III

**SHASTA LAKE FIRE PROTECTION  
DISTRICT**

\_\_\_\_\_  
10/14/19  
Date

\_\_\_\_\_  
Rosemary Smith, Chairman of the Board

Tax ID on File

AQCB  
13791 Lake Blvd., City of Shasta Lake

REPORT TO SHASTA COUNTY AIR POLLUTION CONTROL BOARD

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** CONSENT - GENERAL GOVERNMENT-2.

**SUBJECT:**

California Air Resources Board Rural Subvention Program Application, Supplemental Funds Request, and Year-End Financial Report.

**DEPARTMENT:** Air Quality Management District

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** John Waldrop, Air Quality District Manager (530) 225-5674

**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**

Approve and authorize the Chairman to sign: (1) Subvention Program Application for Fiscal Year (FY) 2019-20 in the amount of \$41,000; (2) Supplemental Funds Request Form for FY 2019-20 in the amount of \$7,731; and (3) Subvention Program Year-End Financial Report for FY 2018-19.

**SUMMARY**

N/A

**DISCUSSION**

The Air Quality Management District (District) has received Rural Subvention Funds from the California Air Resources Board (CARB) since 1986. This year, the District qualifies for \$41,000 in basic Subvention funding, based on the per-capita rate and population of Shasta County. In addition, the District has chosen to apply for Supplemental Subvention funding in the amount of \$7,731 to fund special projects. The District is required to apply for both subvention and supplemental funds on an annual basis. Both the basic and supplemental funds would contribute toward continued local air pollution control services.

Rural Subvention and Supplemental Rural Subvention funding are subject to the availability of State funds. The appropriation for the Subvention Program is continued in the State Budget Act of 2019, at last year's amount of \$10,111,000. This year's per-capita rate of \$0.23 is the same as last year's rate. Future funding

levels are dependent upon the State budget process each year. California Health and Safety Code Section 39806 requires that districts be engaged in effective programs to reduce air contaminants in order to receive Subvention funding. The Compliance Division of CARB periodically audits the District’s enforcement program to verify eligibility for continued Subvention funding and has determined that the District qualifies for this funding.

The \$7,731 request for supplemental funding is based on the projected distribution of excess funds on a per-capita basis. In FY 2018-19, \$9,066 of Supplemental Subvention funding was awarded to the District and was utilized for the District’s Stationary Source Program.

**ALTERNATIVES**

The Board may reject the basic subvention application, the supplemental subvention application, or both. This would result in the loss of funding to the District and would adversely affect the District's ability to carry out local air pollution control services. There is no alternative to filing the Year-End Financial Report for FY 2018-19.

**OTHER AGENCY INVOLVEMENT**

CARB will review the application documents to determine the funding available for disbursement in FY 2019-20. The County Administrative Office has reviewed the recommendation.

**FISCAL IMPACT**

Subvention funds of \$60,000, which includes an estimated supplemental allocation, were included in the District’s FY 2019-20 adopted budget.

**ATTACHMENTS:**

Description	Upload Date	Description
Subvention Program Application	10/25/2019	Subvention Program Application
Supplemental Funds Request	10/25/2019	Supplemental Funds Request
Subvention Program Year-End Financial Report	10/25/2019	Subvention Program Year-End Financial Report
Proposed Subvention Awards	10/8/2019	Proposed Subvention Awards
Subvention Guidance Package	10/8/2019	Subvention Guidance Package

<b>Air Resources Board</b>		Form
<b>Subvention Program</b>		SP-1
<b>2019/2020 Subvention Application</b>		
<b>APPLICANT DISTRICT:</b>		
District Name:	Shasta County AQMD	
Street Address:	1855 Placer Street, Suite 101	
City:	Redding, CA	Zip: 96001
Contact Person:	John Waldrop or Ronni Harman	Phone: 530-225-5674
<b>Type of Subvention:</b> Coordinated <input type="checkbox"/> Special <input type="checkbox"/> Rural <input checked="" type="checkbox"/> Non-Rural <input type="checkbox"/>		
<b>Expenditures</b>		
1	Salaries and Benefits	811,400.00
2	Operating Expenses	1,393,083.00
3	Fixed Assets	
4	Total Expenditures (Total of Lines 1 thru 3)	2,204,483.00
<b>Revenue (Local Matching Funds)</b>		
5	County Contributions	
6	Fees	269,100.00
7	Fines	0.00
8	Interest Earned	20,000.00
9	Other (Non-Grants): (Specify) - AB2766	525,000.00
10	Total Local Matching Funds (Total of lines 5 thru 9)	814,100.00
<b>State Subvention Funds</b>		
11	State Subvention Funds (Refer to Subvention Funds Worksheet Form SP-2)	41,000.00
12	State Supplemental Funds (Refer to Supplemental Funds Request form SP-3)	7,731.00
13	Total State Subvention Funds (Total of lines 11 thru 12)	48,731.00
<b>Local Non-Matching Funds</b>		
14	ARB Contracts	146,946.00
15	Federal Grants/Contract	5,100.00
16	Other: (Specify) Carl Moyer & Charges for Services	334,037.00
17	Total Local Non-Matching Funds (add lines 14 thru 16)	486,083.00
18	Total Subvention Program Revenue (Total of Lines 10 & 13)	862,831.00
<b>FEE SYSTEM CERTIFICATION:</b> The district has a fee system in place as required by Health and Safety Code Section 39802 Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
I certify under penalty of perjury that to the best of my knowledge and belief, data in this application are true and correct. The document has been duly approved and authorized by the governing board of the applicant and the applicant will maintain a program in compliance with Title 17, Subchapter 3, Sections 90050 to 90500 of the California Code of Regulations.		
I hereby certify under penalty of perjury that the receipt of these funds shall not result in the reduction of fees paid by permittees to the district and understand that any unspent or unencumbered state subvention funds must be returned to the Air Resources Board upon request pursuant to California Cod of Regulations §903060(d) and shall revert to the State General Fund.		
<b>DISTRICT AUTHORIZATION</b>		
Print (Name) _____		
Signature: _____		
Title: Shasta County Air Pollution Control Board Chairman		
Date: _____		

<b>Air Resources Board</b>		Form															
<b>Subvention Program</b>		SP-2															
<b>2019/2020 Subvention Funds Worksheet</b>																	
<b>APPLICANT DISTRICT:</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> District Name: <u>Shasta County AQMD</u>  Street Address: <u>1855 Placer Street, Suite 101</u>  City: <u>Redding, CA</u>  Contact Person: <u>John Waldrop or Ronni Harman</u> </div> <div style="width: 45%;"> Zip: <u>96001</u>  Phone: <u>530-225-5674</u> </div> </div>																	
<b>COORDINATED BASE SUBVENTION</b> <u>Non-Rural</u>  It is estimated that the per capita rate will be <b>\$0.23</b> if the appropriate match (one to one) is provided   <u>Rural</u> It is estimated that the per-capita rate will be <b>\$0.23</b> but not less than \$34,400 if the appropriate match (one to one) is provided and a fee system is in place.																	
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">A. Coordinated Base Subvention:</td> <td></td> <td></td> </tr> <tr> <td style="padding-left: 20px;">(Enter) District Population -</td> <td style="text-align: center; border-bottom: 1px solid black;">178,262 X 0.23</td> <td style="text-align: right; border-bottom: 1px solid black;">41,000.26</td> </tr> <tr> <td colspan="3" style="text-align: center; padding: 10px 0;"><b>OR</b></td> </tr> <tr> <td>B. Enter - <b>\$34,400</b> (rural districts)</td> <td></td> <td style="text-align: right; border-bottom: 1px solid black;">34,400.00</td> </tr> <tr> <td>C. Enter the greater amount (Between A &amp; B)</td> <td></td> <td style="text-align: right; border-bottom: 1px solid black;">41,000.26</td> </tr> </table>			A. Coordinated Base Subvention:			(Enter) District Population -	178,262 X 0.23	41,000.26	<b>OR</b>			B. Enter - <b>\$34,400</b> (rural districts)		34,400.00	C. Enter the greater amount (Between A & B)		41,000.26
A. Coordinated Base Subvention:																	
(Enter) District Population -	178,262 X 0.23	41,000.26															
<b>OR</b>																	
B. Enter - <b>\$34,400</b> (rural districts)		34,400.00															
C. Enter the greater amount (Between A & B)		41,000.26															
<b>3. SUPPLEMENTAL SUBVENTION</b> Supplemental subvention funds will be limited in total by the amount requested by the district on the Supplemental Funds Request form. Therefore, please be sure the Supplemental Funds Form SP-3 is a complete listing of any projects or purchases requiring funding.																	
<p style="text-align: center;"><b>DISTRICT AUTHORIZATION</b></p> Print (Name) _____ Signature: _____ Title: <u>Shasta County Air Pollution Control Board Chairman</u> Date: _____																	



# Air Resources Board Subvention Program

Form

SP-2 Special Districts

## 2019 / 2020 Subvention Program: Subvention Funds Worksheet

### SPECIAL SUBVENTION - Only

Lake / El Dorado / Placer

#### APPLICANT DISTRICT:

District Name: Shasta County AQMD  
 Street Address: 1855 Placer Street, Suite 101  
 City: Redding, CA  
 Contact Person: John Waldrop or Ronni Harman

Zip: 96001  
 Phone: 530-225-5674

Pursuant to Health and Safety Code Section 39804, a special subvention may be granted to a district participating in a coordinated basinwide program and lying in an air basin whose population is less than 98,000.0 For multi-district basins, the basin special subvention and match requirements are pro-rated to the individuals districts based on their share of the basin population.

State Special Subvention for Air Basin (\$45,000):

**Note:** If multi-district basin, amount is pro-rated by district share of basinwide population

Local Match for Air Basin:

(1) (Enter) District Population - \_\_\_\_\_ X 0.23 \_\_\_\_\_ 0.00  
 OR

(2) Enter - **\$34,400** (rural districts), if amount greater than (1) \_\_\_\_\_

(3) Enter the greater amount (Between 1 & 2) \_\_\_\_\_

(4) State Special Subvention for Air Basin (\$45,000): \_\_\_\_\_

**Note:** If multi-district, amount is pro-rated by district share of basinwide population

(5) Add Lines 3 and 4 - Total (auto) \_\_\_\_\_ 0.00

### 3. SUPPLEMENTAL SUBVENTION

Supplemental subvention funds will be limited in total by the amount requested by the district on the Supplemental Funds Request form. Therefore, please be sure the Supplemental Funds Form SP-3 is a complete listing of any projects or purchases requiring funding.

#### DISTRICT AUTHORIZATION

Print (Name) \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: Shasta County Air Pollution Control Board Chairman  
 Date: \_\_\_\_\_

<b>Air Resources Board</b>		Form
<b>Subvention Program</b>		SP-3
<b>2019 / 2020 Supplemental Funds Request</b>		
<b>APPLICANT DISTRICT:</b>		
District Name:	Shasta County AQMD	
Street Address:	1855 Placer Street, Suite 101	
City:	Redding, CA	Zip: 96001
Contact Person:	John Waldrop or Ronni Harman	Phone 530-225-5674
<b>Proposed use of Supplemental Funds for Subvention Year: 2019/2020</b>		
Item / Activity	Time Frame for Purchasing or Completing Activity	Amount
Stationary Source Program- Continuation of program supplemented in Fiscal Year 1998-99	July 1, 2019- June 30, 2020	7,731.00
<b>Total Supplemental Funds Requested</b>		<b>7,731.00</b>
I certify under penalty of perjury that to the best of my knowledge and belief, data in this application are true and correct.		
<b>District Authorization</b>		
Signature _____		Date _____
Type Title and Name	Shasta County Air Pollution Control Board Chairman _____	

Air Resources Board		Form
2019 / 2020 Subvention Program: Year-End Financial Report		SP-4
<b>APPLICANT DISTRICT:</b> Shasta County AQMD		
Street Address:		1855 Placer Street, Suite 101
City:		Redding, CA
Contact Person:		John Waldrop or Ronni Harman
Zip:		96001
Phone:		530-225-5674
<b>REPORT OF ACTUAL EXPENDITURES &amp; REVENUE FOR SUBVENTION YEAR 2018-2019</b>		
<b>Actual Expenditures</b>		
1	Salaries and Benefits	633,811.68
2	Operating Expenses	1,767,459.01
3	Fixed Assets	43,427.51
4	Total Expenditures (Lines 1 thru 3)	2,444,698.20
<b>Actual Revenue</b>		
<b>Local Matching Funds</b>		
5	County Contributions	
<b>Fees</b>		
a	Operating Permits	254,876.29
b	Variance / Hearing Board	0.00
c	Engineering (Permits A to C)	4,725.00
d	Motor Vehicle Registration Surcharge	521,220.94
e	Toxic Hot Spots	2,271.00
f	Source Test	
g	Vapor Recovery	
h	Clear Air Act	
i	Asbestos	
j	Clean Fuels	
k	Ag Burning	5,857.75
l	Trip Reduction	
m	Others Fee (Please enter info on form 4a)	42.10
n	Carryover Fees from Prior Fiscal Years	
6	<b>Total Fees</b>	788,993.08
7	Fines	12,115.00
8	Interest Earned	51,125.18
9	Other (Non-Grants): (Describe)	
10	<b>Total Local matching Funds (add lines 5,6,7,8 &amp; 9)</b>	852,233.26
<b>Total Subvention revenue received from ARB</b>		
11	State Subvention Fund Coordinated Base and Special Subvention Award (Refer to Award Letter)	50,121.25
12	<b>Total State Subvention Funds</b>	50,121.25
<b>Local Non-Matching Funds</b>		
13	ARB Contracts	107,598.58
14	Carl Moyer Program	192,155.00
15	Perp Inspections	
16	Federal Grants / Contract	
17	Other (FEDERAL) (Specify) PM2.5	21,626.00
18	<b>Total Local Non-Matching Funds (lines 13 thru 17)</b>	321,379.58
19	<b>Total Subvention Program Revenue (lines 10 and 12)</b>	902,354.51
20	<b>Total Unspent or Unencumbered State Subvention Funds**</b>	
<b>**Any unspent or unencumbered State Subvention Funds must be returned to the Air Resources Board pursuant to California Code of Regulations §90360(d) and will be reverted to the State General Fund.</b>		

<b>Air Resources Board</b>		Form
<b>2019 / 2020 Subvention Program: Year-End Financial Report</b>		SP-4
<p>I certify under penalty of perjury that the foregoing is true and correct. I hereby certify I under penalty of perjury that the receipt of these funds did not result in the reduction of fees paid by permittees to the district and funds were spent in compliance with the provisions of Title 17, Subchapter 3, Sections 90050 through 90500 of the California Code of Regulations. I hereby certify that the applicable evaluation criteria established in the Air Resources Board's "Evaluation Criteria for Air Pollution Control Districts Participating in the Subvention Program, " adopted on April 23, 1981, and amended May 27, 1983 were accomplished.</p> <p>District Authorization</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 40%;"><p>Signature _____</p><p>Typed Name, Title     <u>Leonard Moty, SCAPCB Chairman</u></p></div><div style="width: 20%;"><p>Date _____</p></div></div>		

<b>Air Resources Board</b>		Form
<b>Subvention Program</b>		SP-4a
<b>2019/2020 Year-End Financial Report</b>		
<b>APPLICANT DISTRICT:</b> <u>Shasta County AQMD</u>		
<b>Street Address:</b> <u>1855 Placer Street, Suite 101</u>		
<b>City:</b>	<u>Redding, CA</u>	<b>Zip:</b> <u>96001</u>
<b>Contact Person:</b>	<u>John Waldrop or Ronni Harman</u>	<b>Phone:</b> <u>530-225-5674</u>
<b>Line M - Other Fees</b>		
Number	Please specify	Amount
1	Photocopies	42.10
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
<b>Total</b>		<b>\$ 42.10</b>
 <b>DISTRICT AUTHORIZATION</b>		
<b>Print (Name)</b> _____		
<b>Signature:</b> _____		
<b>Title:</b> <u>Shasta County Air Pollution Control Board Chairman</u>		
<b>Date:</b> _____		

**Proposed 2019/20 SUBVENTION AWARDS**

District	Population count for 19/20 Calculation	Amount required by regulation (A)	Amount requested by Districts	Supplemental requested	Estimated 2019/20 Supplemental (B)	Total Proposed Distribution for FY2018/19 (= A + B)
<b>SMALL RURAL</b>						
Amador (R)	38,063	\$ 34,400.00	\$ -	\$ -	\$ 10,779.36	\$ 45,179.36
Calaveras (R)	44,637	\$ 34,400.00	\$ -	\$ -	\$ 4,613.30	\$ 39,013.30
Colusa (R)	22,744	\$ 34,400.00	\$ -	\$ -	\$ 10,335.07	\$ 44,735.07
Eastern Kern (R)	140,211	\$ 34,400.00	\$ -	\$ -	\$ 3,979.99	\$ 38,379.99
El Dorado (R)	188,993	\$ 74,987.96	\$ -	\$ -	\$ 18,212.91	\$ 93,200.87
Feather River (R)	176,229	\$ 68,800.00	\$ -	\$ -	\$ 22,028.06	\$ 90,828.06
Glenn (R)	29,337	\$ 34,400.00	\$ -	\$ -	\$ 10,713.59	\$ 45,113.59
Great Basin (R)	33,554	\$ 103,200.00	\$ -	\$ -	\$ 30,349.25	\$ 133,549.25
Imperial (R)	189,468	\$ 43,577.64	\$ -	\$ -	\$ 6,106.89	\$ 49,684.53
Lake (R)	65,170	\$ 79,400.00	\$ -	\$ -	\$ 2,907.94	\$ 82,307.94
Lassen (R)	30,563	\$ 34,400.00	\$ -	\$ -	\$ -	\$ 34,400.00
Mariposa (R)	17,918	\$ 34,400.00	\$ -	\$ -	\$ -	\$ 34,400.00
Mendocino (R)	89,027	\$ 34,400.00	\$ -	\$ -	\$ 11,266.26	\$ 45,666.26
Modoc (R)	9,505	\$ 34,400.00	\$ -	\$ -	\$ -	\$ 34,400.00
North Coast (R)	176,309	\$ 103,200.00	\$ -	\$ -	\$ 32,148.95	\$ 135,348.95
Northern Sierra (R)	121,389	\$ 103,200.00	\$ -	\$ -	\$ 31,639.43	\$ 134,839.43
Northern Sonoma (R)	53,954	\$ 34,400.00	\$ -	\$ -	\$ 9,336.71	\$ 43,736.71
Shasta (R)	178,262	\$ 41,000.26	\$ -	\$ -	\$ 7,730.70	\$ 48,730.96
Siskiyou (R)	44,082	\$ 34,400.00	\$ -	\$ -	\$ 10,874.99	\$ 45,274.99
Tehama (R)	64,532	\$ 34,400.00	\$ -	\$ -	\$ 11,044.05	\$ 45,444.05
Tuolumne (R)	52,790	\$ 34,400.00	\$ -	\$ -	\$ 10,947.91	\$ 45,347.91
<b>RURAL</b>						
Antelope Valley (R)	395,735	\$ 91,019.05	\$ -	\$ -	\$ 5,254.80	\$ 96,273.85
Butte (R)	227,837	\$ 52,402.51	\$ -	\$ -	\$ 6,951.24	\$ 59,353.75
Mojave Desert (R)	571,267	\$ 131,391.41	\$ -	\$ -	\$ 3,608.36	\$ 134,999.77
Placer (R)	389,047	\$ 102,961.24	\$ -	\$ -	\$ 6,654.54	\$ 109,615.78
San Luis Obispo (R)	279,370	\$ 64,255.10	\$ -	\$ -	\$ 7,084.22	\$ 71,339.32
Yolo-Solano (R)	359,507	\$ 82,686.61	\$ -	\$ -	\$ 4,943.07	\$ 87,629.68
<b>NON-RURAL</b>						
Bay Area	7,578,639	\$ 1,743,086.97	\$ -	\$ -	\$ -	\$ 1,743,086.97
Monterey Bay	780,300	\$ 179,469.00	\$ -	\$ -	\$ -	\$ 179,469.00
Sacramento	1,534,893	\$ 353,025.39	\$ -	\$ -	\$ -	\$ 353,025.39
San Diego	3,344,430	\$ 769,218.90	\$ -	\$ -	\$ -	\$ 769,218.90
San Joaquin	4,161,602	\$ 957,168.46	\$ -	\$ -	\$ -	\$ 957,168.46
Santa Barbara	453,288	\$ 104,256.24	\$ -	\$ -	\$ 0.00	\$ 104,256.24
South Coast	17,127,040	\$ 3,939,219.20	\$ -	\$ -	\$ 0.00	\$ 3,939,219.20
Ventura	855,489	\$ 196,762.47	\$ -	\$ -	\$ 0.00	\$ 196,762.47
	<b>39,825,181</b>	<b>\$ 9,831,488.41</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 279,511.59</b>	<b>\$ 10,111,000.00</b>



Gavin Newsom, Governor  
Jared Blumenfeld, CalEPA Secretary  
Mary D. Nichols, Chair

June 18, 2019

To: All Air Pollution Control Officers

**FISCAL YEAR 2019-2020 SUBVENTION GUIDANCE PACKAGE**

This is to transmit the guidance package to assist you in applying for Subvention Program funding. The proposed May 09, 2019 revised budget continues the \$10,111,000 appropriation for subvention to local air pollution control districts.

Please note that the application and supporting budgets are to be returned to California Air Resources Board no later than December 2, 2019. Please scan and send all necessary materials to [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) or mail to:

**Air Resources Board  
P.O. Box 1436  
Sacramento, CA 95812-1436  
Attention: Accounts Payable Unit**

If you have questions or need additional information regarding this matter, please contact Monette VanderMaiden at (916) 327-8499 or [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov).

Sincerely,

A handwritten signature in blue ink that reads "Edna Murphy". The signature is fluid and cursive, with the first name "Edna" and the last name "Murphy" clearly distinguishable.

Edna Murphy, Chief  
Administrative Services Division

'19 JUN 27 11:51 AM

# **SUBVENTION GUIDANCE PACKAGE**

## **Air Resources Board**

### **Table of Contents**

Subvention Program Overview .....	1
Budget Appropriation and Allocation of Funds.....	1
Matching Requirements.....	1
Evaluation Criteria.....	2
Disbursement of Funds .....	2
Timetables.....	2
Reporting Requirements.....	2
Right to Audit .....	2
List of Subvention Program Forms .....	3
ARB Contact Information .....	3
POPULATION OF LOCAL AIR POLLUTION CONTROL DISTRICTS.....	4
**All forms are automated and has to be filled out electronically** .....	5
Form SP-1 Application for Subvention Funds Instructions .....	5
Form SP-2 Subvention Funds Worksheet Instructions.....	7
Form SP-2 Special Districts Subvention Funds Worksheet Instructions .....	7
Form SP-3 Supplemental Funding Request Instructions.....	8
Form SP-4 and 4a Year-End Financial Report.....	9



## Subvention Program Overview

In order to receive funds and participate in the State Subvention Program, Health and Safety Code Section 39806 requires that districts be engaged in the reduction of air contaminants pursuant to the basinwide air pollution control plan and related implementation programs.

## Budget Appropriation and Allocation of Funds

The Budget Appropriate for the current fiscal year is \$10,111,000, for subvention to all districts for air pollution control.

- **Non-Rural Coordinated Base Subvention Award:** Pursuant to Health and Safety Code Section 39802, the minimum non-rural base subvention award is \$18,000 and the maximum non-rural base award is \$0.23 per capita.
- **Rural Base Subvention Award:** Pursuant to Health and Safety Code Section 39802.5, the minimum base subvention award for rural districts is \$34,400.
- **Special Subvention Award:** Pursuant to Health and Safety Code Section 39804, additional funds may be allocated to an air basin with a population of less than 98,000. The State *may* subvene up to \$45,000. For multi-district basins, the basin subvention and match requirements are pro-rated to the individual districts based on their share of the basin population.
- **Supplemental Subvention Award:** Pursuant to Health and Safety Code Section 39810, additional funds *may* be awarded, upon application, for supplemental subventions.

## Matching Requirements

Award Type	Matching Requirement
Non-Rural Base Subvention	1:1
Rural Base Subvention	1:1
Special Subvention	\$0.23 per capita
Supplemental Subvention	1:1 – Funds used to fulfill coordinated and individual base award matching requirements cannot be used to meet supplemental matching requirements.

## **Evaluation Criteria**

Health and Safety Code Section 39806 requires that districts be engaged in the reduction of air contaminants in order to receive subvention funds. Criteria on which this determination is based have been jointly developed by the districts and ARB staff and adopted by the Board.

## **Disbursement of Funds**

Districts who do not submit their application (**Form SP-1**), and supplemental request (if additional funds are requested – **Form SP-3**) by September 30th will not receive their Subvention disbursement in December. Please submit all forms to ARB either electronically or mail – refer to ARB contact information below.

The Final Approved Budget is due by November 15. If the final budget is not ready by the deadline, please notify ARB in writing prior to the November 15 deadline. In December, Subvention disbursements for all districts will be made by ARB. All subvention funds not expended or encumbered by the district during the subvention year shall be returned to the Air Resources Board and such funds shall revert to the State General Fund.

## **Timetables**

June 1 – September 30	Subvention Application and Year End Financial Report Due
September 30	Year-End Financial Report Due
November 15	Final Approved Budget Due
December 31, 2019	Subvention Program Award Letter and Payment Sent

## **Reporting Requirements**

The Year-End Financial Report (**Form SP 4 and 4a**) is the primary tool for determining that funds were expended in accordance with your district's approved budget. The Year-End Report is due to ARB by September 30<sup>th</sup> each year. The Year-End Financial report should be sent electronically or mailed to ARB – Refer to ARB Contact Information below.

If problems are detected in our review of your report, ARB staff will contact you immediately. Please note that any unspent or unencumbered State Subvention Funds must be returned to the Air Resources Board pursuant to California Code of Regulations §90360(d) and will be reverted to the State General Fund. Please ensure funds are spent and encumbered during the subvention year.

## **Right to Audit**

Pursuant to Health and Safety Code Section 39808, ARB may review the programs and

expenditures of each district receiving subvention funds to ensure that funds are expended in accordance with the budget on which the subvention is based.

Air Resources Board will review district year-end financial reports and select a representative sample of large urban, small urban and rural districts for audit. Also taken into consideration will be district audit requests and the time since a district's last audit.

Each district will be notified of an upcoming audit at least thirty days in advance.

### **List of Subvention Program Forms**

Form SP-1 Subvention Application

Form SP-2 Subvention Funds Worksheet

Form SP-2 Special Districts – Lake, El Dorado, Placer

Form SP-3 Supplemental Funding Request Form

Form SP-4 and 4a Year-End Financial Report

### **ARB Contact Information**

#### **Mailing Address:**

Air Resources Board  
P. O. Box 1436  
Sacramento, CA 95812-1436  
Attention: Accounts Payable Unit

**E-mail:** [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov)

## POPULATION OF LOCAL AIR POLLUTION CONTROL DISTRICTS

**FY 2019-20**

<b>Amador</b>	<b>38,063</b>
<b>Antelope Valley</b>	<b>395,735</b>
<b>Bay Area</b>	<b>7,578,693</b>
<b>Butte</b>	<b>227,837</b>
<b>Calaveras</b>	<b>44,637</b>
<b>Colusa</b>	<b>22,744</b>
<b>Eastern Kern</b>	<b>140,211</b>
<b>El Dorado</b>	<b>188,993</b>
<b>Feather River</b>	<b>176,229</b>
<b>Glenn</b>	<b>29,337</b>
<b>Great Basin</b>	<b>33,554</b>
<b>Imperial</b>	<b>189,468</b>
<b>Lake</b>	<b>65,170</b>
<b>Lassen</b>	<b>30,563</b>
<b>Mariposa</b>	<b>17,918</b>
<b>Mendocino</b>	<b>89,027</b>
<b>Modoc</b>	<b>9,505</b>
<b>Mojave Desert</b>	<b>571,267</b>
<b>Monterey</b>	<b>780,300</b>
<b>North Coast</b>	<b>176,309</b>
<b>Northern Sierra</b>	<b>121,389</b>
<b>Northern Sonoma</b>	<b>53,954</b>
<b>Placer</b>	<b>389,047</b>
<b>Sacramento</b>	<b>1,534,893</b>
<b>San Diego</b>	<b>3,344,430</b>
<b>San Joaquin Valley</b>	<b>4,161,602</b>
<b>San Luis Obispo</b>	<b>279,370</b>
<b>Santa Barbara</b>	<b>453,288</b>
<b>Shasta</b>	<b>178,262</b>
<b>Siskiyou</b>	<b>44,082</b>
<b>South Coast</b>	<b>17,127,040</b>
<b>Tehama</b>	<b>64,532</b>
<b>Tuolumne</b>	<b>52,790</b>
<b>Ventura</b>	<b>855,489</b>
<b>Yolo-Solano</b>	<b>359,507</b>
<b>Total Population</b>	<b>39,825,181</b>

**\*\*All forms are automated and has to be filled out electronically\*\***

## **Form SP-1 Application for Subvention Funds Instructions**

Please complete Form SP-1 and submit to ARB between June 1<sup>st</sup> – September 30<sup>th</sup>.

### **Expenditures Section:**

Line 1: Salaries and Benefits: Please estimate salaries and benefits costs in total. Costs include salaries, retirement, worker's compensation, employee benefits, group insurance, overtime, etc.

Line 2: Operating Expenses: Identify the total costs for communications, insurance, laboratory supplies, maintenance, memberships, office expenses, publications and legal notices, rents and leases, tools, travel, utilities, consulting and professional services, indirect costs, and any other expenses necessary for routine office operations.

Line 3: Fixed Assets: Expenditures for assets exceeding \$5,000 in value which have a useful life of more than four years.

Line 4: Total Expenditures: Add lines 1, 2, and 3

### **Revenue Section:**

**Local Matching Funds** – These are funds generated within your district that will be used to meet subvention matching requirements.

Line 5: County Contributions: These are funds contributed by the county, not including revenue generated by fees, fines, interest, and state and federal grants.

Line 6: Fees: Report total fee revenue, including carryover fee revenue from the prior year. Do **not** include pass through fees collected on be-half of the State.

Line 7: Fines: Report revenue generated from fines assessed and collected.

Line 8: Interest Earned: Revenue generated from interest earned.

Line 9: Other (Non-Grants): Describe Other Sources

Line 10: Total Local Matching Funds (add lines 5,6,7,8, & 9)

**State Subvention Funds** – This is the amount you expect to receive from the state. Refer to the Subvention Funds Worksheet (Form SP-2) to calculate expected base and the Supplemental Funds Request (Form SP-3) for supplemental funding.

**Lake / El Dorado / Placer** – Please use Form SP-2 Special District.

Line 11: State Subvention Funds (Refer to Subvention Funds Worksheet Form SP-2)

Line 12: State Supplemental Funds (Refer to Supplemental Funds Request Form SP-3)

Line 13: Total State Subvention Funds: Add lines 11 thru 12

***Local Non-Matching Funds*** – These are funds that **cannot** be used to meeting subvention matching requirements.

Line 14: ARB Contracts: Total revenue from ARB contracts awarded.

Line 15: Federal Grants/Contract: Total revenue from federal grant and contract awards.

Line 16: Other: Any other sources of revenue, including pass-through fees collected on behalf of another entity (including the State).

Line 17: Total Local Non-Matching Funds: Add lines 14 thru 16

Line 18: Total Subvention Program Revenue: Total of lines 10 & 13

## **Form SP-2 Subvention Funds Worksheet Instructions**

This worksheet is for Calculation of Estimated Base and Special Award Only.

### **Coordinated Base Calculation**

For purposes of estimating coordinated subvention funds, a **\$0.23** per capita rate (refer to the POPULATION OF LOCAL AIR POLLUTION CONTROL DISTRICTS for the current year population) may be used. This is an estimate only which will be adjusted for matching, population, and other qualification requirements upon receipt of all applications.

Rural districts will be eligible for \$34,400 in subvention funds if matching funds are provided in a ratio of \$1 of district funds to \$1 of State subvention funds **AND** a fee system is in place which recovers the cost of issuing and renewing permits, performing source inspections, determining compliance status and processing variances for major air pollution sources.

## **Form SP-2 Special Districts Subvention Funds Worksheet Instructions**

### **Lake / El Dorado / Placer - only Special Subvention Calculation**

Pursuant to Health and Safety Code Section 39804, a special subvention up to \$45,000 may be granted to a district participating in a coordinated basin wide program and lying in an air basin whose population is less than 98,000. For multi-district basins, the basin special subvention and match requirements are pro-rated to the individual districts based on their share of the basin population. The air district must provide \$0.23 per capital matching.

## **Form SP-3 Supplemental Funding Request Instructions**

Please complete Form SP-3 and submit to ARB between June 1<sup>st</sup> – September 30<sup>th</sup> with Form SP-1.

Supplemental subvention funds will be limited in total by the amount requested by the district on the Supplemental Funds Request form. Therefore, please be sure the Supplemental Funds Form SP-3 is a complete listing of any projects or purchases requiring funding. **Both** Rural and Non-Rural districts may apply for supplemental funding.

In this form, describe anticipated item(s) to be purchased or anticipated activity to be funded by this request and expected benefits. Also provide length of time required to complete purchase or activity. Attach additional sheets if necessary. Should your priorities change for use of supplemental funds, you may make expenditures in accordance with your new priorities as long as they are considered air pollution control related projects within the district.



## Form SP-4 and 4a Year-End Financial Report

This report must be submitted to ARB by September 30<sup>th</sup>.

### Expenditures Section:

Line 1: Salaries and Benefits: Please estimate salaries and benefits costs in total. Costs include salaries, retirement, worker's compensation, employee benefits, group insurance, overtime, etc.

Line 2: Operating Expenses: Identify the total costs for communications, insurance, laboratory supplies, maintenance, memberships, office expenses, publications and legal notices, rents and leases, tools, travel, utilities, consulting and professional services, indirect costs, and any other expenses necessary for routine office operations.

Line 3: Fixed Assets: Expenditures for assets exceeding \$5,000 in value which have a useful life of more than four years.

Line 4: Total Expenditures: Add lines 1, 2, and 3

### Revenue Section:

**Local Matching Funds** – These are funds generated within your district that will be used to meet subvention matching requirements.

Line 5: County Contributions: These are funds contributed by the county, not including revenue generated by fees, fines, interest, and state and federal grants.

### FEES

Line a thru n: Please report the actual fee revenue generated during the subvention year.

*Line M – information is collected in 4a and transferred to line M total (automated).*

Line 6: Total

**Note:** In accordance with Health & Safety Code Section 42311, revenue from permit fees in excess of expenditures must be carried over for expenditure in the subsequent fiscal year. The schedule of fees in the subsequent fiscal year shall be changed to reflect that carryover.

Line 7: Fines: Report revenue generated from fines assessed and collected.

Line 8: Interest Earned: Revenue generated from interest earned.

Line 9: Other (Non-Grants): Describe Other Sources

Line 10: Total Local Matching Funds (add lines 5,6,7,8, & 9)

**State Subvention Funds** – This is the amount you received from the state. Refer to the Subvention Award letter.

**Total Subvention revenue received from ARB.**

Line 11: Base and Special Subvention Award (Refer to Subvention Award Letter)

Line 12: Total State Subvention Funds

**Local Non-Matching Funds** – These are funds that **cannot** be used to meeting subvention matching requirements.

Line 13: ARB Contracts: Total revenue received from ARB contracts awarded.

Line 14: Carl Moyer Program: Total revenue received from Carl Moyer program.

Line 15: Perp Inspections: Total revenue received from Perp Inspections program.

Line 16: Federal Grants/Contracts: Total revenue received from Federal Grants or Contracts awards.

Line 17: Other (Federal) any other sources of revenue, including pass-through fees collected on behalf of another entity (including Federal or State).

Line 18: Total Subvention Program Revenue: Add lines 13 through 17. These are local Non-Matching Funds.

Line 19: Total of Lines 10 and 12. Line 10 total of Local Matching Funds. Line 12 Total of State Subvention Funds.

Line 20: Any unspent or unencumbered State Subventions funds.

**\*\*Any unspent or unencumbered State Subvention Funds must be returned to the Air Resources Board pursuant to California Code of Regulations §90360(d) and will be reverted to the State General Fund.**

REPORT TO SHASTA COUNTY AIR POLLUTION CONTROL BOARD

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** CONSENT - GENERAL GOVERNMENT-3.

**SUBJECT:**

Proposed calendar for 2020 Air Pollution Control Board's (APCB) meetings

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Mary Williams, Chief Deputy Clerk of the Board, (530) 225-5550

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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote Required	No General Fund Impact

**RECOMMENDATION**

Approve the proposed calendar of the Air Pollution Control Board's meetings for the year 2020.

**SUMMARY**

N/A

**DISCUSSION**

The proposed calendar was prepared based upon previous APCB actions over the past few years in setting its annual calendar schedule. The APCB continues to maintain authority to add or cancel additional meetings throughout the year based on APCB's needs.

**ALTERNATIVES**

The APCB may make alternations to the proposed calendar.

**OTHER AGENCY INVOLVEMENT**

None.

**FISCAL IMPACT**

There is no General Fund impact associated with approval of the recommendation.

**ATTACHMENTS:**

**Description**

**Upload Date**

**Description**

2020 Draft APCB Calendar

9/17/2019

2020 Draft APCB  
Calendar

# Shasta County Air Pollution Control Board

## 2020 Meeting Calendar

January

S	M	T	W	T	F	S
			H	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	H	21	22	23	24	25
26	27	28	29	30	31	

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	H	13	14	15
16	H	18	19	20	21	22
23	24	25	26	27	28	29

March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	H	26	27	28	29	30
31						

June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July

S	M	T	W	T	F	S
			1	2	H	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

S	M	T	W	T	F	S
		1	2	3	4	5
6	H	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	H	12	13	14
15	16	17	18	19	20	21
22	23	24	25	H	H	28
29	30					

December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	H	H	26
27	28	29	30	31		

**H** Holiday

Scheduled Meeting



REPORT TO SHASTA COUNTY AIR POLLUTION CONTROL BOARD

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** CONSENT - GENERAL GOVERNMENT-4.

**SUBJECT:**

Air Quality Management District Hearing Board Appointment

**DEPARTMENT:** Clerk of the Board

**Supervisory 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**

Appoint Amber Z. Lane to the Air Quality Management District Hearing Board for a three-year term to expire February 1, 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.

The attorney position on the AQMD Hearing Board is currently vacant. A Notice of Vacancy was published and is on file with the Clerk of the Board. Amber Z. Lane expressed interest in filling this position. Ms. Lane is an attorney licensed to practice in the state of California with ten years of legal experience across a variety of fields.

**ALTERNATIVES**

The Air Pollution Control Board may choose not to make the appointment; however, this would leave the AQMD Hearing Board with only four members.

**OTHER AGENCY INVOLVEMENT**

None.

**FINANCING**

There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Lane Resume	8/22/2019	Lane Resume



## Amber Z. Lane

Phone: [REDACTED]  
Email: [REDACTED]

### Profile

- ◆ Experienced criminal and civil litigator
- ◆ Skilled administrator
- ◆ Tried multiple high profile jury trials to verdict
- ◆ Managed and led numerous trial teams
- ◆ Member: various state and community boards, multi-disciplinary investigation teams
- ◆ Community awareness and educational speaker

### Legal Experience

**Lane & Brown Attorneys at Law, LLP**, 2019 Redding, CA  
Managing Partner

- ◆ Manage family law practice
- ◆ Co-counsel multiple elder abuse litigation cases
- ◆ Serve as Shasta County Dependency Court Conflict Counsel
- ◆ Serve as Siskiyou County Dependency Panel Counsel

**Gough & Hancock, LLP**, 2015-2019 San Francisco, CA  
Counsel, Civil Litigation

- ◆ Prepared and answered discovery
- ◆ Conducted deposition witness preparation
- ◆ Deposed witnesses
- ◆ Defended depositions
- ◆ Created case settlement recommendations
- ◆ Researched and prepared legal memoranda
- ◆ Coordinated mediation materials
- ◆ Oversaw site inspections

**Shasta County District Attorney**, 2013-2015 Redding, CA  
Deputy District Attorney, Domestic Violence

- ◆ Prosecuted all felony domestic violence cases
- ◆ Conducted witness trial preparation and interviews
- ◆ Formed the Shasta County Domestic Violence Multi-Disciplinary Team
- ◆ Charged all felony domestic violence cases
- ◆ Researched and prepared legal memoranda
- ◆ Prepared and delivered presentations for professional and lay community groups

**Adams County District Attorney**, 2009-2013 Gettysburg, PA  
Special Assistant District Attorney  
Director, Interpersonal Violence Unit

- ◆ Tried jury and bench cases for convictions
- ◆ Managed a docket of over 300 cases per year
- ◆ Formed and directed Interpersonal Violence Prosecution Unit
- ◆ Oversaw criminal investigations and approved filing of felony charges
- ◆ Researched and prepared legal memoranda
- ◆ Prepared and delivered presentations for professional and lay community groups

**Air Force Office of the General Counsel, 2009**  
Summer Law Clerk

Pentagon, Washington D.C.

- ♦ Worked directly with career government and military attorneys
- ♦ Represented Airmen in Air Force Personnel Board review hearings
- ♦ Researched and prepared memoranda on diverse legal issues:
  - acquisition law, ethics, environmental law, military personnel law, national security,
  - labor and employment law, intellectual property, trademark law, international law,
  - and contractor responsibility

**Education**

**The Dickinson School of Law**  
**The Pennsylvania State University**

Carlisle, PA

Juris Doctor, 2009

Class Rank: 32/197 (top 16%)

Activities: National Moot Court Competition Witness  
1L Moot Court Competition  
Advocacy II Witness  
Moot Court Board Case Writer  
International Courts of Europe, Study Abroad

Awards: CALI Excellence for the Future, Top Grade in Legal Research and Writing II  
CALI Excellence for the Future, Top Grade in Legal Writing and Drafting

**Oregon State University**

Corvallis, OR

Bachelor of Arts: Political Science, June 2003

Bachelor of Arts: Spanish, June 2003

Manzanilla de la Paz, Mexico: Summer Quarter language immersion, 1999

GPA: 3.77/4.0, magna cum laude

**Universidad de Cantabria**

Santander, Spain

Spring Quarter, 2000

Fall Quarter, 2002

**Language**

Possess strong Spanish language skills

**Licensure**

California State Bar, Member (291868)  
Pennsylvania State Bar, Member (308310)

**References**

Gayle L. Gough, Gough & Hancock, Managing Partner  
San Francisco, California  
415-848-8918

Stephanie Bridgett, Shasta County District Attorney  
Redding, California  
530-245-6300

Hon. Shawn C. Wagner, Adams County Court of Common Pleas  
Gettysburg, Pennsylvania  
717-337-9846

\*Additional references available upon request

REPORT TO SHASTA COUNTY AIR POLLUTION CONTROL BOARD

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** CONSENT - GENERAL GOVERNMENT-5.

**SUBJECT:**

Approve the minutes of the meeting held on August 13, 2019, as submitted.

**DEPARTMENT:** Clerk of the Board

**Supervisory 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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote Required	No General Fund Impact

**RECOMMENDATION**

Approve the minutes of the meeting held on August 13, 2019, as submitted.

**SUMMARY**

N/A

**DISCUSSION**

N/A

**ALTERNATIVES**

N/A

**OTHER AGENCY INVOLVEMENT**

N/A

**FISCAL IMPACT**

N/A

**ATTACHMENTS:**

Description

Upload Date

Description



**AIR POLLUTION CONTROL BOARD**

Tuesday, August 13, 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., Chief Deputy Clerk of the Board Mary Williams, Administrative Board Clerk John Sitka, and Administrative Board Clerk Kristin Gulling-Smith.

**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 June 25, 2019, as submitted. (Clerk of the Board)

Appointed Dave Brown, P.E., to the Air Quality Management District Hearing Board for a three-year term to expire February 1, 2022. (Clerk of the Board)

Adopted Resolution No. 2019-09 which: Authorizes the Air Pollution Control Officer, on behalf of the Shasta County Air Quality Management District (District), to enter into a grant agreement with the California Air Resources Board (CARB) and accept funds in the amount of

Tuesday, August 13, 2019

2

\$12,583 to implement the Assembly Bill 197 State Emission Inventory District Grant Program (Program) in accordance with guidelines established by CARB, with the grant term from May 1, 2019 through May 1, 2020, and the District to submit a Final Report to CARB within thirty days of project completion, but no later than May 1, 2020; appoints the Air Pollution Control Officer as the agent for the District to conduct all negotiations and execute and submit all documents necessary for the operation and completion of the Program; authorizes expenditures which include salaries, benefits, equipment, and administrative expenses, associated with and in furtherance of the Program; and approves the District's continued participation in this Program and acceptance of funds to be utilized in accordance with the terms and conditions of the applicable grant agreement and guidelines through May 1, 2020, as they may be amended from time to time. (Air Quality Management District)

(See APCB Resolution Book No. 2)

Approved a budget amendment increasing appropriations by \$11,000 and revenue by \$15,500 in the Air Quality Management District (District) to re-budget funds for the Fiscal Year (FY) 2017/18 AB 617, State Community Air Protection Program, grant awarded in FY 2018/19. (Air Quality Management District)

8:32 a.m.: The Air Pollution Control Board adjourned.

\_\_\_\_\_  
Chairman

ATTEST:

LAWRENCE G. LEES  
Clerk of the Air Pollution Control Board

By \_\_\_\_\_  
Deputy