




air pollution control district
SANTA BARBARA COUNTY

Agenda Item: F-7
Agenda Date: January 15, 2026
Agenda Placement: Admin
Estimated Time: N/A
Continued Item: No

Board Agenda Item

TO: Air Pollution Control District Board

FROM: Aeron Arlin Genet, Air Pollution Control Officer 

CONTACT: Alex Economou, Planning Division Manager, (805) 979-8333

SUBJECT: Facility Use Agreement with Good Shepherd Lutheran Church (GSLC)

RECOMMENDATION:

Consider recommendations as follows:

1. Delegate authority to the Air Pollution Control Officer to execute the attached Facility Use Agreement between the Good Shepherd Lutheran Church and Preschool and the District for the purpose of operating an existing air monitoring station on GSLC property, subject to review and approval by District Counsel, Risk Management, and the Auditor-Controller;
2. Delegate Authority to the Air Pollution Control Officer to execute minor updates or amendments to the attached Facility Use Agreement with GSLC in the future, subject to review and approval by District Counsel, Risk Management, and the Auditor-Controller.

BACKGROUND:

Since 1975, the District has operated a State and Local Air Monitoring Station (SLAMS) station in Goleta located on the premises of the GSLC located at 380 North Fairview Avenue. On May 28, 1982, your Board approved a Maintenance Agreement with GSLC that continued to permit the District to maintain an air pollution monitoring station at its present location on the church's property. The term of 1982 Maintenance Agreement was indefinite, and the agreement has remained for the past 43 years.

DISCUSSION:

In Fall 2025, GSLC’s counsel reached out to District staff, requesting an updated agreement that was more comprehensive and better formalized the leasing arrangement between the Church and District. District staff worked with GSLC’s counsel to develop the Facility Use Agreement that is included as Attachment A to this letter. The agreement allows for the continued placement and operation of a permanent SLAMS station on GSLC’s premises in Goleta and supersedes the 1982 Maintenance Agreement in its entirety. The Goleta monitoring station is an integral part of the District’s air monitoring network and measures the following pollutants: ozone, particulate matter less than 10 microns in diameter (PM₁₀), and particulate matter less than 2.5 microns in diameter (PM_{2.5}). District staff recommends that your Board authorize the Air Pollution Control Officer to execute the attached Facility Use Agreement with GSLC.

FISCAL IMPACTS:

Rent associated with the GSLC site in Goleta is \$1,800 per year. This expense was not included in the District’s adopted Fiscal Year 2025-26 budget and will be funded through cost savings within the general fund for the current fiscal year. Next year’s rent will be included in the District’s proposed budget for Fiscal Year 2026-27, and future rent will be included in subsequent budgets. Additionally, operation and maintenance of the Goleta monitoring station is supported annually by a U.S. Environmental Protection Agency grant utilizing Section 103 of the Clean Air Act as the funding vehicle.

ATTACHMENT:

- A. Facility Use Agreement.

ATTACHMENT A

Facility Use Agreement

January 15, 2026

Santa Barbara County Air Pollution Control District
Board of Directors

260 San Antonio Road, Suite A
Santa Barbara, California 93110

1011 West McCoy Lane
Santa Maria, California 93455

Facility Use Agreement
between
Good Shepherd Lutheran Church and Preschool
and
Santa Barbara County Air Pollution Control District

This AGREEMENT, made and entered into this 15th day of January, 2026, is by and between Good Shepherd Lutheran Church and Preschool (GSLC), and Santa Barbara County Air Pollution Control District (APCD).

The parties hereto mutually agree as follows:

WITNESSETH:

1. GSLC hereby leases to APCD, and APCD hereby leases from GSLC, a portion of the real property located at Good Shepherd Lutheran Church and Preschool, 380 North Fairview Avenue, Goleta, CA 93117, APN: 069-513-016 (herein after the "GSLC Property") owned by GSLC. The portion of the GSLC Property covered by the Agreement (hereinafter the "Premises"), as depicted in the attached site map identified as Exhibit A and incorporated by this reference, on the Eastern portion of the GSLC Property, will be used by APCD for the purpose of installing and maintaining a secure, gated air monitoring station. All improvements made by APCD shall be done at its sole cost and shall be built in a good and workmanlike manner in accordance with all applicable laws and regulations. APCD's rights with respect to the Premises include access to the normally locked GSLC site by means of a combination lock, per the provisions of paragraph 13.
2. This Agreement is effective on the day and year first written above and shall end with a ninety (90) day written right of termination from either party. Upon termination, APCD shall be responsible for removing all improvements installed pursuant to this Agreement and return the Premises to their original condition, ordinary wear and tear excepted. Any APCD utilities, at APCD's sole cost, shall either (1) be removed entirely or (2) stubbed in place at the election of GSLC at the time of termination.
3. If the APCD fails to complete its move out within the initial 90-day termination notice period and remains on the Premises, rent shall be doubled for each month or portion thereof until APCD has evacuated the Premises. Should APCD continue to fail to complete its move out following a second written demand by GSLC with thirty (30) days notice, GSLC shall have the right to remove APCD's property and return the Premises to their original condition. GSLC shall have no obligation to protect or return any APCD equipment or property and all costs for removal of the APCD equipment, property and fencing shall be paid by APCD immediately upon submittal of receipt from GSLC.
4. APCD shall pay GSLC \$1,800 annually. Should the Agreement be terminated for any reason mid-term there will not be any partial refund. The 2025 payment shall be made on or before January 30, 2026, the 2026 payment shall be paid on or before December 1, 2026, and thereafter the annual payment shall be each December 1 while the Agreement is in place.
5. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and 3 days after deposited in the United States Postal Service, mailed certified and postage prepaid, and addressed as follows:

To: Good Shepherd Lutheran Church
Attn: Pastor Keith Jones
380 North Fairview Avenue
Goleta, CA 93117
Email: yopjgslc@hotmail.com

Santa Barbara County Air Pollution Control District
Attn: Alex Economou
260 N. San Antonio Road Suite A
Santa Barbara, CA 93110
Email: EconomouA@sbcapcd.org

Nothing herein contained shall preclude the giving of any such written notice by personal service. Notification may also be given, by either party to the other, by e-mail after the other party's acknowledgement of receipt.

6. During the term of the Agreement, GSLC shall maintain the GSLC Property, in good repair and tenantable condition. Any damage to the GSLC Property and/or the Premises arising from the conduct or negligence of APCD's agents, invitees or employees shall be 100% paid for by APCD. APCD shall be responsible for maintaining the Premises and all of APCD equipment and property in good repair and condition at its sole cost. The acceptable condition of the Premises shall be in GSLC's sole discretion.
7. GSLC reserves the right to enter and inspect the Premises, at reasonable times; however, GSLC may not disturb the air monitoring station. APCD shall provide GSLC with any codes or keys necessary to access the Premises for inspection or emergency purposes.
8. GSLC agrees if APCD keeps and performs the covenants and agreements herein contained, APCD shall at all times during the Agreement, peaceably and quietly hold and enjoy the Premises.
9. In the event of the total destruction of the Premises or any essential part thereof, this Agreement shall immediately terminate and APCD shall be solely responsible for the removal of any debris related to the Premises, including but not limited to all APCD equipment, property and fencing. In case of partial destruction or damage, APCD may elect to terminate by giving written notice setting forth the date of termination to GSLC within fifteen (15) days after such fire or casualty, and no rent shall accrue or be payable to GSLC after such termination. In the event of any such destruction where APCD remains in possession of said Premises, whether for the remainder of the term or temporarily pending termination, the rent as herein described and provided shall remain in effect. GSLC shall never be responsible for damage to equipment or property of APCD even in the case of negligence of GSLC. APCD takes full responsibility and liability for all APCD equipment and property on the Premises damaged for any reason.
10. During the performance of this Agreement, APCD shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. APCD shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
11. Except in emergency situations, GSLC shall give not less than 24 hours' prior notice to APCD when any pest control, remodeling, renovation, or repair work under its control affecting the Premises may result in employee health concerns in the work environment. GSLC shall not be responsible for pest control or other disruptions outside its control (including neighboring property owners or members of the public) affecting the Premises. APCD shall provide advance written notice prior to any repairs, restoration or maintenance on the Premises so GSLC can consider the GSLC calendar and confirm dates for APCD's proposed work to create the least impact and disruption to GSLC. GSLC shall retain all rights to control the timing of any APCD work that would cause disruption to GSLC.

12. APCD shall maintain and shall cause each subcontractor to maintain General Liability and Property Damage Insurance to protect them and GSLC from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the APCD operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

Commercial General Liability \$1,000,000 per occurrence

Professional Liability \$1,000,000 per occurrence

Auto Liability for owned and non-owned vehicles \$1,000,000 per occurrence

APCD shall annually, and without request by GSLC, provide Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming GSLC as an additional insured. APCD shall provide all contractors with a Notice of Non-Responsibility of Property Owner prior to any materials being delivered or work starting on the Premises.

13. APCD shall be allowed to place air monitoring equipment on the Premises for the sole purpose of collecting air quality data. APCD may place fencing around the Premises and shall be allowed to access the Premises through the existing locked gate located in the GSLC parking lot. GSLC will provide APCD with the code/key for the gate and APCD shall be responsible for closing and locking the gate upon every entry and exit to ensure security of the GSLC Property. APCD shall be allowed two regular vehicle parking spots and an occasional third parking spot immediately adjacent to the Premises. GSLC retains the right to relocate all parking spaces with 30-days written notice to APCD. APCD shall not store any gases, liquids, hazardous materials, or chemicals on the Premises. APCD acknowledges the existence of the GSLC preschool located in close proximity to the Premises and recognizes the existence of small children creates the need for APCD to exercise extreme caution and care to avoid risks to the children. APCD shall take all reasonable steps to ensure the Premises do not present a risk to GSLC and its preschool children.
14. APCD agrees to save, indemnify, defend and hold harmless GSLC, including the directors, officers, employees or agents of GSLC from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of APCD's possession, improvements, or use of the Premises and attributable to the fault or negligence of APCD.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Barbara, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by either party.
16. Notwithstanding anything stated herein to the contrary, GSLC shall not be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits in connection with this Agreement. APCD assumes all responsibility to protect its equipment and property, including insurance sufficient to replace any damaged or lost equipment or property as under no circumstances shall GSLC be responsible for any damages to APCD equipment or property.
17. This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.
18. This Agreement shall supersede the May 28, 1982 Maintenance Agreement and any other previous agreements between GSLC and the District in their entirety.

IN WITNESS WHEREOF, the parties have executed this Agreement hereto as of the date first above written.

Good Shepherd Lutheran Church

Santa Barbara County Air Pollution Control District

By Keith Jones
Keith Jones, Pastor

By _____
Aeron Arlin Genet, Air Pollution Control Officer

Date: 01/08/2026


Date: _____

Goleta Monitoring Station Facility Use Agreement
January 15, 2026

This Goleta Monitoring Station Facility Use Agreement is by and between the Good Shepherd Lutheran Church and Preschool and the Santa Barbara County Air Pollution Control District.

APPROVED AS TO FORM:

RACHEL VAN MULLEM
Santa Barbara County Counsel

By 
District Counsel

APPROVED AS TO FORM:

RISK MANAGER

By 
Risk Manager

APPROVED AS TO FORM:

BETSY M. SCHAFFER, CPA
Auditor-Controller

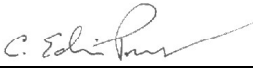
By 
Deputy

Exhibit A – Site Map
Good Shepard Lutheran Church and Preschool
380 North Fairview Avenue, Goleta, CA 93117

